

ST. JOHN'S URBAN RENEWAL PROJECT
U R N.J. 2-2
AMENDATORY PART II APPLICATION
LOAN & GRANT
JERSEY CITY REDEVELOPMENT AGENCY

February, 1971

Binder 14

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HAROLD KRIEGER
GENERAL COUNSEL

JERSEY CITY REDEVELOPMENT AGENCY

574 NEWARK AVENUE -- JERSEY CITY, N. J. 07306

OLDFIELD 6-0517

February 4, 1971

Mr. Peter J. Longarzo,
Area Director
Department of Housing
and Urban Development
Federal Building
970 Broad Street
Newark, New Jersey

Attention: Mr. Joseph Garaffa

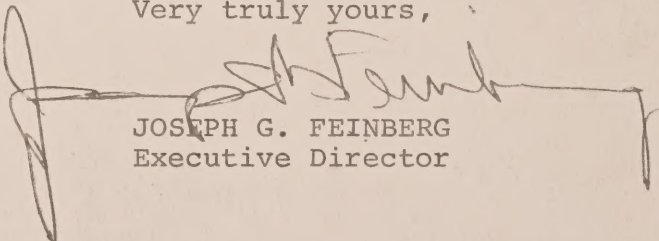
Re: Amendatory Part II Loan and Grant
Application St. John's Urban Renewal
Project U.R. N.J. 2-2

Dear Mr. Longarzo:

Enclosed you will find an original and four copies of an Amendatory Part II Loan and Grant Application for the St. John's Urban Renewal Project U.R. N.J. 2 - 2. We trust our Application will receive your early attention. We would appreciate your review of the documents, as well as any comments and suggestions you may have.

Should you have any questions, please feel free to contact me.

Very truly yours,


JOSEPH G. FEINBERG
Executive Director

JGF/SWS/de
Enclosures

Amendatory Part II Application for
Loan and Grant

for the

St. John's Urban Renewal Project

U.R.N.J. 2 - 2

in

Jersey City, New Jersey, Hudson County

by the

Jersey City Redevelopment Agency

Submitted to the

Renewal Assistance Administration

Department of Housing and

Urban Development

January, 1971

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R 311	Statement As to Whether or Not Displacement and Housing Resources Data Submitted with Part I are Still Valid

R - 301 Urban Renewal Plan

St. John's Urban Renewal
Project, January, 1971

Attached herewith are:

1. A copy of the Regional Office concurrence for a need in changing the Urban Renewal Plan.
2. A copy of a duly authorized Proclaimer Certificate indicating the plan change.
3. A copy of the revised Urban Renewal Plan.



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CURTIS BUILDING, 6TH AND WALNUT STREETS
PHILADELPHIA, PENNSYLVANIA 19106

REGION II

Jersey City Redevelopment Agency

RECEIVED

SEP 14 1970

IN REPLY REFER TO:
2RF

Mr. Joseph G. Feinberg
Executive Director
Redevelopment Agency of the
City of Jersey City
611 Summit Avenue
Jersey City, New Jersey 07306

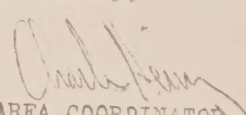
SEP 10 1970

Dear Mr. Feinberg:

Subject: Plan Amendment
St. John's Urban Renewal Project
Project No. N.J. UR 2-2
Jersey City, New Jersey

We have reviewed the plan amendment transmitted by your letter of September 8, 1970 and find that all comments contained in our previous approval have been satisfied. In accordance with RHM 7207.1, you should execute the appropriate proclaimer and submit it to HUD. We will retain copies of the revised plan for our records.

Sincerely,


AREA COORDINATOR
for: Harry I. Sharrott
Assistant Regional Administrator
for Renewal Assistance

PROCLAIMER CERTIFICATE RELATIVE TO
URBAN RENEWAL PLAN APARTMENTS,
CHANGES, OR MODIFICATIONS

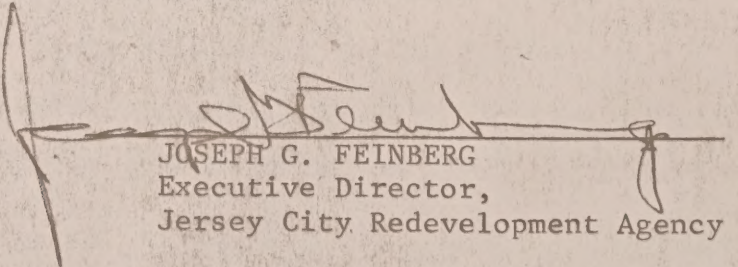
I, JOSEPH G. FEINBERG, the duly appointed, qualified and acting Executive Director of the Jersey City Redevelopment Agency, herein called the "Local Public Agency", hereby certify that I have been authorized, by Resolution, duly adopted by the Board of Commissioners of the Local Public Agency at a Regular Meeting on June 10, 1970, as set forth in the Minute Book on file at 547 Newark Avenue, Jersey City, New Jersey, to make the following certification and that the statements contained herein are true and correct to the best of my knowledge and belief:

1. Attachment A, attached hereto as part hereof, comprising eighteen (18) pages and dated June, 1970, is a true and correct copy of pages one (1) through nine (9), and seven (7) maps, constituting the revised Redevelopment Plan for St. John's Urban Renewal Project Area, Project No. UR N.J. 2-2. Such attachment A reflects all modifications to the Urban Renewal Plan since February, 1960 and the official proceedings respecting the local approval of such modifications is on file in the office of the Jersey City Redevelopment Agency located at 574 Newark Avenue, Jersey City, New Jersey.
2. A copy of the Urban Renewal Plan as so modified is filed and available for public inspection in the office of the Jersey City Redevelopment Agency located at 574 Newark Avenue, Jersey City, New Jersey.
3. Documents in the files of the Local Public Agency indicate that the following actions have been completed regarding the amendment of the Urban Renewal Plan as approved by the local governing body of the Municipality on July 7, 1970.
 - a. The modified Urban Renewal Plan has been reviewed by the Local Public Agency and has been found to conform to the objectives, plan, or priorities established in the Workable Program for Community Improvement, and the Planning Board of the City of Jersey City has concurred in such finding.
 - b. The major land uses, major circulation system, and major public uses and facilities shown in the modified Urban Renewal Plan have been reviewed by the Local Public Agency and have been found to

conform to those in the general plan for the development of the locality as a whole, and the Planning Board of the City of Jersey City has concurred in such finding.

- c. The local public agency has not secured written concurrence in the modification by all persons affected by said modification, however, the United States of America in a certain action entitled "United States of America v. 6 Acres of land, more or less, situate in the City of Jersey City, County of Hudson, State of New Jersey, and the Jersey City Redevelopment Agency" has instituted a condemnation proceedings, the effect of which will be to extinguish such claims as may arise by persons claiming to be affected by the urban renewal plan change.
 - d. There are no outstanding restrictive covenants or recorded plats affected by the modification in the Urban Renewal Plan.
- 5. Major changes in the Urban Renewal Plan proposed by the Local Public Agency were forwarded (with appropriate accompanying documentation) to HUD for approval on September 8, 1970. Approval of conformance of the proposed changes with the Workable Program was received from HUD on September 14, 1970.
 - 6. The modified Urban Renewal Plan satisfies written comments, dated July 6, 1970, by HUD following its review of a copy of the proposed modifications to such Plan, submitted by the Local Public Agency on April 11, 1970 and May 20, 1970.
 - 7. A revised HUD-6120, Summary of Project Data, which accurately reflects this modification is submitted herewith.
 - 8. All zoning changes, revisions, map changes or other zoning action necessitated by the modification have been submitted to the Planning Board of the City of Jersey City. Any false statement made knowingly herein may subject the signer to civil penalties under Section 231 of Title 31 of the United States Code, and if such statements are made willfully and knowingly, to conviction for a felony under Section 1001 of Title 18 of the United States Code.

Date: February 11, 1971



JOSEPH G. FEINBERG
Executive Director,
Jersey City Redevelopment Agency

REVISED REDEVELOPMENT PLAN

FOR

ST. JOHN'S PROJECT AREA

PROJECT NO. UR N.J. 2-2

JERSEY CITY REDEVELOPMENT AGENCY

574 NEWARK AVENUE

JERSEY CITY, NEW JERSEY

February, 1960

Revised June, 1970

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located in the City of Jersey City, Hudson County, New Jersey,
and bounded as follows:

The intersection of the north line of Newark Avenue
and the east line of Hudson County Boulevard, thence northerly
along the east line of Hudson County Boulevard to the south line
of Newark Avenue; thence easterly along the said south line of
Newark Avenue to the east line of Huron Avenue; thence north-
westerly along the east line of Huron Avenue to the south line
of St. Paul's Avenue; thence easterly and southeasterly along
the south line of St. Paul's Avenue to the west line of Summit
Avenue; thence southerly along the said west line of Summit Avenue
to the north line of Newark Avenue; thence westerly along said
north line of Newark Avenue to the point and place of BEGINNING.

Except that the following properties are specifically excluded
from the Project Area:

Block 523^A - lots M, S¹, S², and S³.

Such description being the street lines as they existed on
May 6, 1952.

REVISED REDEVELOPMENT PLAN

PROJECT AREA - UR N.J. 2-2

N AND DISPOSITION

The Agency has or will acquire, or will acquire by purchase, lease, or otherwise, all or the land in the Project Area. The Agency has or will demolish, or otherwise remove, all buildings and structures therein, or provide for such demolition or removal, and has sold or will sell or lease or otherwise dispose of all land in said Project Area or development in accordance with this Redevelopment Plan.

The Agency has sold or will sell or lease or otherwise dispose of the real property acquired for redevelopment on the basis of the fair value of such property for the uses specified in this Redevelopment Plan as determined by the Agency. In determining the fair value of said real property, the Agency shall have the benefit of appraisals made by competent independent fee appraisers employed by the Agency.

The Project Area is as shown on Map #1 attached hereto and made a part hereof, entitled "PROJECT AREA MAP, and is as described in Exhibit "A" attached hereto.

C. LAND USE PLAN

Land Uses in the Project Area shall be as shown on Map #2, Land Use Plan Map. The Project Area shall consist of a residential area and a semi-public area, and public rights-of-way.

1. Residential Reuse Area A

a. Permitted Uses

Permitted uses shall be apartment houses for multiple dwelling units with related limited business, parking areas or other parking facilities.

b. Land Coverage by Buildings

Maximum land coverage by buildings for net residential area shall be 16%. A minimum of 80% of the net residential area will be devoted to the following uses: sitting parks, play areas, parking and general planting and landscaping.

Height

Maximum height of buildings shall be twenty (20)

Exceptions: Structures permitted above height limits: penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, skylights, may be erected above the height limits herein prescribed, but no penthouse or roof structure or any space above the height limit shall be used for additional floor space for residential use.

d. Density

Maximum family density for the net residential area shall be 110 families per acre.

Off-Street Parking

The minimum parking availability shall be 50% of dwelling units constructed.

Residential Reuse Area "B"

a. Permitted Uses

Residential structures for multiple dwelling units with related subordinate limited business, parking areas or other parking facilities. The limited business uses shall include but not be restricted to offices, retail and service establishments such as clothing stores, food stores, barber shops, beauty salons, dry cleaning establishments, pharmacies, stationary stores, restaurants; and leasable space available for community uses such as classrooms, community meeting rooms, nurseries, senior citizen golden age centers and indoor recreation facilities. The subordinate limited business offices, retail and service establishments other than leasable space available for community uses such as classrooms, community meeting rooms, nurseries, senior citizen golden age centers and indoor recreation facilities shall not exceed 45,000 square feet.

b. Land Coverage

Maximum land coverage shall not exceed 90% of the net residential area. A minimum of 45,000 square feet of developed open space shall be provided for active and passive recreation of which a minimum of 20,000 square feet shall be in one contiguous parcel.

maximum height of buildings shall be 30 stories with a maximum floor area ratio of 3:1.

Exceptions: Structures permitted above height limits:

enclosures or roof structures for the housing of elevators, stairways, tanks, ventilating fans or similar equipment required to operate and maintain the building, fire or parapet walls, skylights, may be erected above the height limits herein prescribed, but no penthouse or roof structure or other structure shall be allowed for the purpose of providing additional floor space for residential

Minimum family density. The net residential area shall not be less than 440 families or more than 550 families.

Off-Street Parking

Off-street parking shall be provided at the rate of two parking spaces for every three dwelling units and two parking spaces for each 2,500 square feet of subordinate use.

f. Off-Street Loading

One off-street loading space shall be provided to serve the subordinate limited business uses.

3. Public Rouse Area

a. Permitted Uses

Permitted uses shall be public uses in accordance with and as designated on Map #2 Land Use Plan.

Public as used herein shall be construed as those uses which contribute to the cultural enlightenment of the community such as a public library, an art museum, a veterans' memorial building, a concert auditorium or other uses consistent with the character of the above listed use.

b. Land Coverage

Land coverage by buildings shall not exceed 30 per cent of the net land area.

c. Building Height

The maximum building height shall not exceed 4 stories or 45 feet.

d. Building Setbacks

All buildings shall be set back a minimum of 5 feet from Newark Avenue, 10 feet from Summit Avenue and Hudson County Boulevard.

e. Off-Street Parking

Off-street parking shall be provided at a rate of one square foot of parking space for each square foot of building floor area.

Street Loading

A minimum of one off-street loading space shall be provided for each structure.

The sewer, water, gas and electricity shall be as shown on the Utility Map, Water Map, Gas Map and Electric Map, and shall be made a part hereof.

The City of Jersey City as part of its local grant-in-aid will provide all the utilities required to service the Project Area such as sewer, water, gas and electric which are located in the boundary streets of the Project Area with connections from the utility lines to the curb line of the boundary streets of the Project Area pursuant to the provisions of Chapter 306 of the New Jersey Laws of 1949 as amended.

Any utilities located with the said Project Area that are required to be relocated to service said Project Area will be removed and relocated within the above limitations as set forth in the preceding paragraph by the City of Jersey City as part of its local grant-in-aid.

The Redeveloper shall provide all utilities within said Project Area pursuant to the provisions of Chapter 306 of the Laws of 1949, as amended.

E. RIGHT-OF-WAY ADJUSTMENT PLAN

1. The following streets in the Project Area are to be vacated under the plan: Frazier Place, Porter Street, Ferris Street, Van Winkle Avenue between Summit Avenue and Huron Avenue, Fleet Street, Bevan Street, Van Wart Alley, Holden Lane and Terry Alley. These street vacations are designed to effect an advantageous consolidation of the land tracts within the Project Area and to improve the traffic pattern in and around the area. To facilitate further the traffic flow around the Project Area the widening of three boundary street is desirable. There are no street grade changes contemplated.

It is understood that the widening of Newark Avenue as it affects the said St. John's Area as previously contemplated is hereby abandoned since the said Newark Avenue has already been widened on the southeasterly side from Kennedy Boulevard to Summit Avenue and therefore the said Newark Avenue is now sufficiently and adequately widened as the same affects the aforesaid St. John's Area; Huron Avenue will be widened on its easterly side from Van Winkle Avenue to St. Paul's Avenue; and Summit Avenue will be widened on its westerly side from Newark Avenue to State Highway.

2. The City of Jersey City as part of its local grant-in-aid will improve, pave and resurface and make all necessary improvements to boundary streets within the Project Area.

The Project Area is currently zoned for residential use and business. In the area proposed for residential development. Zoning change will be effected by the City of Jersey City to permit the building site controls in conformity with the urban renewal plan controls. The map shows the existing zoning in the Project Area.

REGULATIONS AND CONTROLS TO BE APPLIED

Regulations and controls on redevelopment are hereby imposed on the purchaser or lessee of the land in the Project Area from the Jersey City Redevelopment Agency (such purchaser or lessee being hereinafter called the "Redeveloper"), and shall apply, notwithstanding the provisions of any zoning or building ordinance or regulations now or hereafter in force, and shall be implemented by appropriate covenants or other provisions in disposition instruments covering the sale or lease of the Project Area:

1. The Redeveloper shall devote the land in the Project Area and any buildings or improvements thereon to the uses specified in this Redevelopment Plan for such area and the land and any buildings, improvements thereon shall only be used for the purposes designated in this Redevelopment Plan. This shall be a covenant running with the land.
2. The Redeveloper shall begin and complete the development of such land for the uses required in this Redevelopment Plan within the time specified in such disposition instruments. This shall be a covenant running with the land. Provisions may be made for extension of such time limit with the approval of the Agency.
3. To limit speculation in land in the Project Area, the Redeveloper shall agree not to sell, lease, transfer or convey all or any part of the land in the Project Area or Project, without the prior written consent of the Jersey City Redevelopment Agency, which consent may contain such terms and conditions as such Agency shall deem necessary or advisable to limit such speculation. This shall be a covenant running with the land.
4. The Redeveloper shall be required to submit his plans, specifications and such other information as shall be required by the Jersey City Redevelopment Agency to permit such Agency to determine whether such data complies with this Redevelopment Plan and the purposes of the Redevelopment Agencies Law and provides for the most advantageous development of the Project. The development of structures, buildings, parking areas, playgrounds and landscaping will be the responsibility of the redeveloper and will be subject to the supervision of the Redevelopment Agency in accordance to agreement for sale or lease to be negotiated between the Redevelopment Agency and the Redeveloper.
5. The Redeveloper shall comply with such terms and conditions relating to the use and maintenance of the real property in the Project Area for such period of time as, in the opinion of the Jersey City Redevelopment Agency, are necessary to prevent a recurrence of slum conditions or conditions of blight.

the covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the Jersey City Redevelopment Agency or by the Redeveloper or any successors in interest of such Redeveloper, including lessees, whereby land in the Project Area is restricted, either by the Jersey City Redevelopment Agency or by such purchasers, lessees, or successors in interest upon the basis of race, creed or color in the sale, lease or occupancy thereof. This shall be a covenant running with the land.

It is the policy of the Agency that such covenants and conditions in the judgment of the Agency are necessary or advisable to retain control over the use and development of every parcel of land to be sold to insure conformity to this Redevelopment Plan and to assure the establishment and maintenance of a safe, attractive and efficient pattern of development or such other covenants, provisions and continuing controls as may be deemed necessary to effectuate the purposes of the "New Jersey Redevelopment Agencies Law". The Agency shall include covenants in agreements, deeds and leases requiring off-street parking spaces at least to the minimum extent as set forth in this Redevelopment Plan.

CONFORMANCE OF REDEVELOPMENT PLAN TO LOCAL OBJECTIVES

1. This Redevelopment Plan is in conformity with the general plan of the City of Jersey City and complies with the local objectives of the City as to appropriate land uses, density of population and improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements.
2. Certain of the controls contained in this plan were developed to achieve certain design objectives in connection with industrial housing. These are:
 - a. To demonstrate the economy and quality of systems produced housing in a high density urban environment.
 - b. To demonstrate the viability of a balanced income mix and a family oriented living environment in an inner city location with integral community facilities and open space to serve the development and the neighborhood.

I. RELOCATION

All of the persons and families who formerly lived in the Project Area have been permanently relocated in decent, safe and sanitary dwelling units at rents within the financial means of such persons and families.

J. MODIFICATION AND TERMINATION

1. Modification

This Redevelopment Plan may be modified at any time by the Jersey City Redevelopment Agency with approval of the governing body of the City, provided that if modified after disposition of any land in the Project Area, the modification must be consented to in writing by the Redeveloper or any successors in interest of such Redeveloper of the property affected by the proposed modification.

Termination

This Redevelopment Plan and/or any modification thereof for the Project Area shall be in full force and effect for a period of forty-five (45) years, commencing on March 3, 1955. The termination of this Plan, under this provision, shall not affect the provisions of Sub-Paragraph (6) of Section G hereof.

3. The Redevelopment Plan dated March 3, 1955 approved by the Board of Commissioners of the City of Jersey City on April 19, 1955, is hereby superseded by this instrument as of the effective date of the adoption hereof by the Board of Commissioners of the City of Jersey City provided that all undertakings affected pursuant to the Redevelopment Plan dated March 3, 1955, since its adoption shall not be affected by this provisions, and shall be controlling from April 19, 1955, and until the date of adoption hereof by the Board of Commissioners of the City of Jersey City.

ADDITIONAL RESTRICTIVE CONTROLS

More restrictive controls may be imposed upon Residential Reuse Area "B" hereinafter known as disposition Parcel 4 and the Newark Avenue Strip within the following categories: permitted uses, density, land coverage, building height, off-street parking and building setback, through appropriate language in the "Contract for Sale of Land for Private Development" and conveyance or leasing documents. Such increased restrictions must be approved by the Jersey City Redevelopment Agency and the Department of Housing and Urban Development but will have the same weight and import as set forth herein.

REDEVELOPMENT PLAN

HUDSON COUNTY BOULEVARD

ST. JOHN'S CHURCH C. SCHOOL
NOT TO BE ACCURSED



LEGEND

- 1 LOT NUMBER
- 230 BLOCK NUMBER
- LOT LINE
- PROJECT BOUNDARY

ST. JOHN'S PROJECT AREA U.R. M.J. 2-2
JERSEY CITY REDEVELOPMENT AGENCY
JERSEY CITY, NEW JERSEY

KENNEDY

WILSON AVE.

RESIDENTIAL

PERMITS
(CIRCULAR)

VENTILATION CASEMENT
N.J. STATE H'WAY DEPT.

VE.

RECORDING SHEET AREA U.N.N.J. 1-2

RECORDING CITY DEVELOPMENT ACTION

RECORD CITY, NEW JERSEY

RECORD

STREET ADDRESS

RECORD

RECORD

ZONING PLAN

MAP 3 REDEVELOPMENT PLAN



ST. JOHN'S PROJECT AREA U.R. N.J. 2-2
 JERSEY CITY REDEVELOPMENT AGENCY
 JERSEY CITY, NEW JERSEY
 CONSULTANTS: CANON & S. 22310 - NEWARK, N.J.
 MAY, 1959

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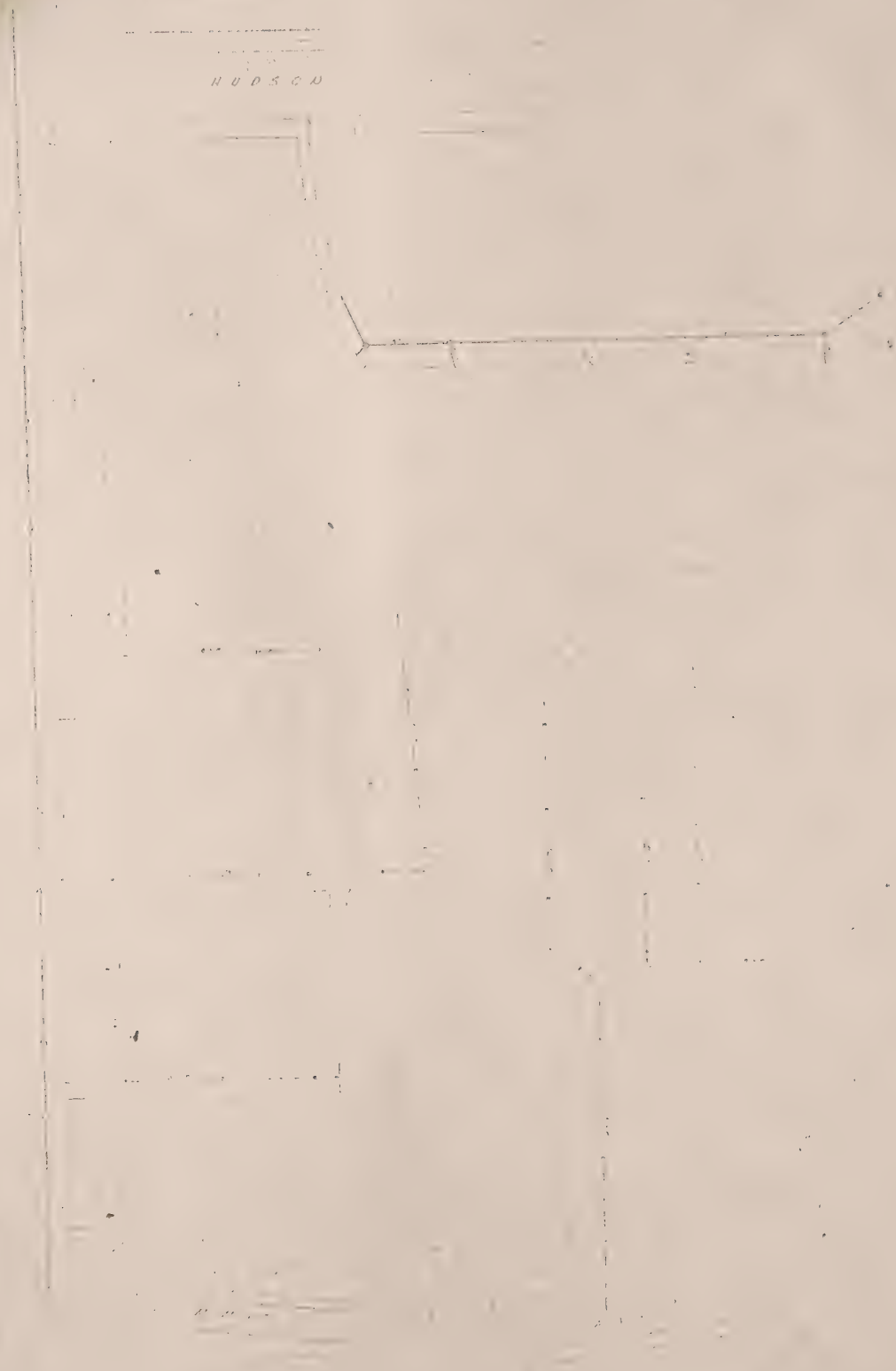
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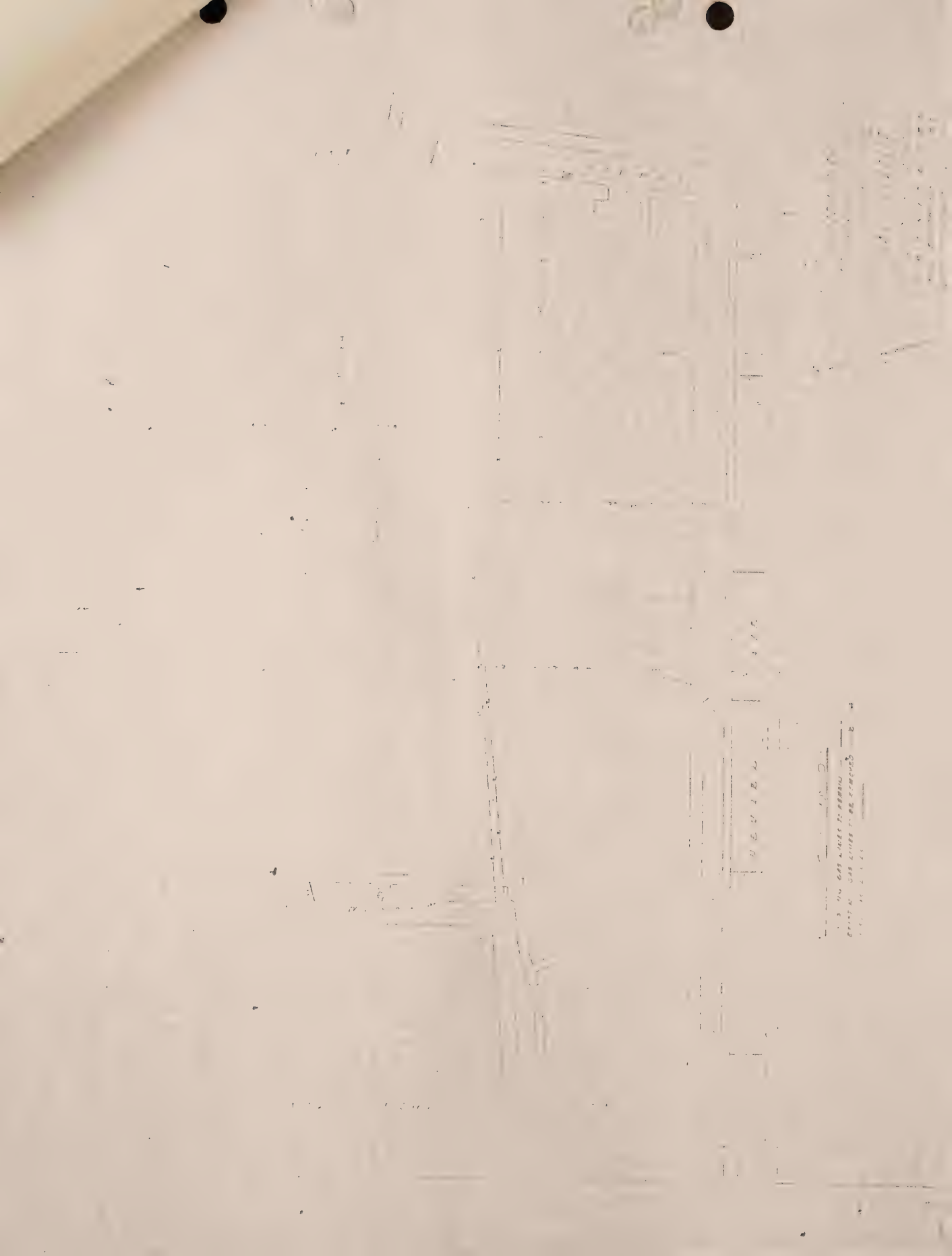
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HUDSON

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13 1/2 GAS METER TO BURNING
PIPE IN GAS LINE TO BE REMOVED
1 1/2 1 1/2 1 1/2

ELECTRIC SYSTEM
 DIVISION OF NATIONAL
 BUREAU OF STANDARDS

SYMBOL	1-1	2-2	3-3	4-4	5-5	6-6	7-7	8-8	9-9	10-10	11-11	12-12	13-13	14-14	15-15	16-16	17-17	18-18	19-19	20-20	21-21	22-22	23-23	24-24	25-25	26-26	27-27	28-28	29-29	30-30	31-31	32-32	33-33	34-34	35-35	36-36	37-37	38-38	39-39	40-40	41-41	42-42	43-43	44-44	45-45	46-46	47-47	48-48	49-49	50-50	51-51	52-52	53-53	54-54	55-55	56-56	57-57	58-58	59-59	60-60	61-61	62-62	63-63	64-64	65-65	66-66	67-67	68-68	69-69	70-70	71-71	72-72	73-73	74-74	75-75	76-76	77-77	78-78	79-79	80-80	81-81	82-82	83-83	84-84	85-85	86-86	87-87	88-88	89-89	90-90	91-91	92-92	93-93	94-94	95-95	96-96	97-97	98-98	99-99	100-100	101-101	102-102	103-103	104-104	105-105	106-106	107-107	108-108	109-109	110-110	111-111	112-112	113-113	114-114	115-115	116-116	117-117	118-118	119-119	120-120	121-121	122-122	123-123	124-124	125-125	126-126	127-127	128-128	129-129	130-130	131-131	132-132	133-133	134-134	135-135	136-136	137-137	138-138	139-139	140-140	141-141	142-142	143-143	144-144	145-145	146-146	147-147	148-148	149-149	150-150	151-151	152-152	153-153	154-154	155-155	156-156	157-157	158-158	159-159	160-160	161-161	162-162	163-163	164-164	165-165	166-166	167-167	168-168	169-169	170-170	171-171	172-172	173-173	174-174	175-175	176-176	177-177	178-178	179-179	180-180	181-181	182-182	183-183	184-184	185-185	186-186	187-187	188-188	189-189	190-190	191-191	192-192	193-193	194-194	195-195	196-196	197-197	198-198	199-199	200-200	201-201	202-202	203-203	204-204	205-205	206-206	207-207	208-208	209-209	210-210	211-211	212-212	213-213	214-214	215-215	216-216	217-217	218-218	219-219	220-220	221-221	222-222	223-223	224-224	225-225	226-226	227-227	228-228	229-229	230-230	231-231	232-232	233-233	234-234	235-235	236-236	237-237	238-238	239-239	240-240	241-241	242-242	243-243	244-244	245-245	246-246	247-247	248-248	249-249	250-250	251-251	252-252	253-253	254-254	255-255	256-256	257-257	258-258	259-259	260-260	261-261	262-262	263-263	264-264	265-265	266-266	267-267	268-268	269-269	270-270	271-271	272-272	273-273	274-274	275-275	276-276	277-277	278-278	279-279	280-280	281-281	282-282	283-283	284-284	285-285	286-286	287-287	288-288	289-289	290-290	291-291	292-292	293-293	294-294	295-295	296-296	297-297	298-298	299-299	300-300	301-301	302-302	303-303	304-304	305-305	306-306	307-307	308-308	309-309	310-310	311-311	312-312	313-313	314-314	315-315	316-316	317-317	318-318	319-319	320-320	321-321	322-322	323-323	324-324	325-325	326-326	327-327	328-328	329-329	330-330	331-331	332-332	333-333	334-334	335-335	336-336	337-337	338-338	339-339	340-340	341-341	342-342	343-343	344-344	345-345	346-346	347-347	348-348	349-349	350-350	351-351	352-352	353-353	354-354	355-355	356-356	357-357	358-358	359-359	360-360	361-361	362-362	363-363	364-364	365-365	366-366	367-367	368-368	369-369	370-370	371-371	372-372	373-373	374-374	375-375	376-376	377-377	378-378	379-379	380-380	381-381	382-382	383-383	384-384	385-385	386-386	387-387	388-388	389-389	390-390	391-391	392-392	393-393	394-394	395-395	396-396	397-397	398-398	399-399	400-400	401-401	402-402	403-403	404-404	405-405	406-406	407-407	408-408	409-409	410-410	411-411	412-412	413-413	414-414	415-415	416-416	417-417	418-418	419-419	420-420	421-421	422-422	423-423	424-424	425-425	426-426	427-427	428-428	429-429	430-430	431-431	432-432	433-433	434-434	435-435	436-436	437-437	438-438	439-439	440-440	441-441	442-442	443-443	444-444	445-445	446-446	447-447	448-448	449-449	450-450	451-451	452-452	453-453	454-454	455-455	456-456	457-457	458-458	459-459	460-460	461-461	462-462	463-463	464-464	465-465	466-466	467-467	468-468	469-469	470-470	471-471	472-472	473-473	474-474	475-475	476-476	477-477	478-478	479-479	480-480	481-481	482-482	483-483	484-484	485-485	486-486	487-487	488-488	489-489	490-490	491-491	492-492	493-493	494-494	495-495	496-496	497-497	498-498	499-499	500-500	501-501	502-502	503-503	504-504	505-505	506-506	507-507	508-508	509-509	510-510	511-511	512-512	513-513	514-514	515-515	516-516	517-517	518-518	519-519	520-520	521-521	522-522	523-523	524-524	525-525	526-526	527-527	528-528	529-529	530-530	531-531	532-532	533-533	534-534	535-535	536-536	537-537	538-538	539-539	540-540	541-541	542-542	543-543	544-544	545-545	546-546	547-547	548-548	549-549	550-550	551-551	552-552	553-553	554-554	555-555	556-556	557-557	558-558	559-559	560-560	561-561	562-562	563-563	564-564	565-565	566-566	567-567	568-568	569-569	570-570	571-571	572-572	573-573	574-574	575-575	576-576	577-577	578-578	579-579	580-580	581-581	582-582	583-583	584-584	585-585	586-586	587-587	588-588	589-589	590-590	591-591	592-592	593-593	594-594	595-595	596-596	597-597	598-598	599-599	600-600	601-601	602-602	603-603	604-604	605-605	606-606	607-607	608-608	609-609	610-610	611-611	612-612	613-613	614-614	615-615	616-616	617-617	618-618	619-619	620-620	621-621	622-622	623-623	624-624	625-625	626-626	627-627	628-628	629-629	630-630	631-631	632-632	633-633	634-634	635-635	636-636	637-637	638-638	639-639	640-640	641-641	642-642	643-643	644-644	645-645	646-646	647-647	648-648	649-649	650-650	651-651	652-652	653-653	654-654	655-655	656-656	657-657	658-658	659-659	660-660	661-661	662-662	663-663	664-664	665-665	666-666	667-667	668-668	669-669	670-670	671-671	672-672	673-673	674-674	675-675	676-676	677-677	678-678	679-679	680-680	681-681	682-682	683-683	684-684	685-685	686-686	687-687	688-688	689-689	690-690	691-691	692-692	693-693	694-694	695-695	696-696	697-697	698-698	699-699	700-700	701-701	702-702	703-703	704-704	705-705	706-706	707-707	708-708	709-709	710-710	711-711	712-712	713-713	714-714	715-715	716-716	717-717	718-718	719-719	720-720	721-721	722-722	723-723	724-724	725-725	726-726	727-727	728-728	729-729	730-730	731-731	732-732	733-733	734-734	735-735	736-736	737-737	738-738	739-739	740-740	741-741	742-742	743-743	744-744	745-745	746-746	747-747	748-748	749-749	750-750	751-751	752-752	753-753	754-754	755-755	756-756	757-757	758-758	759-759	760-760	761-761	762-762	763-763	764-764	765-765	766-766	767-767	768-768	769-769	770-770	771-771	772-772	773-773	774-774	775-775	776-776	777-777	778-778	779-779	780-780	781-781	782-782	783-783	784-784	785-785	786-786	787-787	788-788	789-789	790-790	791-791	792-792	793-793	794-794	795-795	796-796	797-797	798-798	799-799	800-800	801-801	802-802	803-803	804-804	805-805	806-806	807-807	808-808	809-809	810-810	811-811	812-812	813-813	814-814	815-815	816-816	817-817	818-818	819-819	820-820	821-821	822-822	823-823	824-824	825-825	826-826	827-827	828-828	829-829	830-830	831-831	832-832	833-833	834-834	835-835	836-836	837-837	838-838	839-839	840-840	841-841	842-842	843-843	844-844	845-845	846-846	847-847	848-848	849-849	850-850	851-851	852-852	853-853	854-854	855-855	856-856	857-857	858-858	859-859	860-860	861-861	862-862	863-863	864-864	865-865	866-866	867-867	868-868	869-869	870-870	871-871	872-872	873-873	874-874	875-875	876-876	877-877	878-878	879-879	880-880	881-881	882-882	883-883	884-884	885-885	886-886	887-887	888-888	889-889	890-890	891-891	892-892	893-893	894-894	895-895	896-896	897-897	898-898	899-899	900-900	901-901	902-902	903-903	904-904	905-905	906-906	907-907	908-908	909-909	910-910	911-911	912-912	913-913	914-914	915-915	916-916	917-917	918-918	919-919	920-920	921-921	922-922	923-923	924-924	925-925	926-926	927-927	928-928	929-929	930-930	931-931	932-932	933-933	934-934	935-935	936-936	937-937	938-938	939-939	940-940	941-941	942-942	943-943	944-944	945-945	946-946	947-947	948-948	949-949	950-950	951-951	952-952	953-953	954-954	955-955	956-956	957-957	958-958	959-959	960-960	961-961	962-962	963-963	964-964	965-965	966-966	967-967	968-968	969-969	970-970	971-971	972-972	973-973	974-974	975-975	976-976	977-977	978-978	979-979	980-980	981-981	982-982	983-983	984-984	985-985	986-986	987-987	988-988	989-989	990-990	991-991	992-992	993-993	994-994	995-995	996-996	997-997	998-998	999-999	1000-1000	1001-1001	1002-1002	1003-1003	1004-1004	1005-1005	1006-1006	1007-1007	1008-1008	1009-1009	1010-1010	1011-1011	1012-1012	1013-1013	1014-1014	1015-1015	1016-1016	1017-1017	1018-1018	1019-1019	1020-1020	1021-1021	1022-1022	1023-1023	1024-1024	1025-1025	1026-1026	1027-1027	1028-1028	1029-1029	1030-1030	1031-1031	1032-1032	1033-1033	1034-1034	1035-1035	1036-1036
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HOUSING AND HOME FINANCE AGENCY
URBAN RENEWAL ADMINISTRATION

SUMMARY OF PROJECT DATA

PROJECT NAME
PROJECT NUMBER
DATE

CLASSIC ELIGIBILITY (Check one; see Urban Renewal Manual)

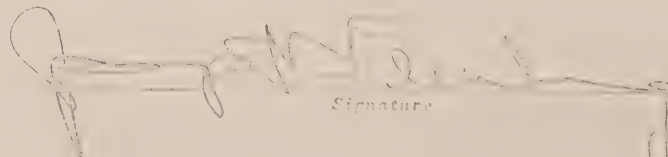
CATEGORY	PRESENT CHARACTER OF AREA	EXTENT OF PRESENT DEVELOPMENT	PROPOSED DENSE
	Predominantly residential	Built up	Any
I	Predominantly residential	Predominantly open land	Any
II	Not predominantly residential	Built up	Predominantly residential
III	Not predominantly residential	Predominantly open land	Predominantly residential
IV Unresidential Development	Not predominantly residential	Built up	Not predominantly residential
V Unresidential Development	Not predominantly residential	Predominantly open land	Not predominantly residential
VI College, University, etc.	Any NOT APPLICABLE		
VII College, University, etc. Capital	Any	Predominantly open land	Any
IX	-	Open land	Predominantly residential
	-	Open land	Not predominantly residential
X	Not predominantly residential	Built up	Not predominantly residential
XI	Not predominantly residential	Predominantly open land	Not predominantly residential

☐ CEMENTED AREA ONLY (Complete Blocks C, E, and G)

☐ CEMENTED AREA ONLY (Complete Blocks C, H, and I)

☐ CEMENTED AREA ONLY (Complete Blocks C through I)

100-1000-1


Signature

HOUSING AND HOME FINANCE AGENCY

EXECUTIVE DIRECTOR

Date Agency

Title

ENVIRONMENTAL DEFICIENCIES (Check and complete one)

☐ No change in descriptions given on Form H-G101, Urban Renewal Area Data,

Block J, submitted for this project on _____, 19____

☐ See following descriptions

CONDITION	DESCRIPTION OF EXTENT TO WHICH CONDITION EXISTS (Give source of information. If additional space is required, continue on a plain sheet and attach to this form)
1. Overcrowding or improper location of structures on the land	
2. Excessive dwelling unit density	
3. Conversions to incompatible types of uses, such as roominghouses among family dwellings	NOT APPLICABLE
4. Obsolete building types, such as large residences or other buildings which through lack of use or maintenance have a blighting influence	
5. Detrimental land uses or conditions, such as incompatible uses, structures in mixed use, or adverse influences from noise, smoke, or fumes	
6. Unsafe, congested, poorly designed, or otherwise deficient streets	
7. Inadequate public utilities or community facilities contributing to unsatisfactory living conditions or economic decline	
8. Other equally significant environmental deficiencies	

DATA ON PROJECT AREA
(Complete this page only if project area includes both clearance and conservation sections)

REPORT ON THE CONDITION OF BUILDINGS, AND THE OLD LAND USE
(Areas shall be shown to nearest tenth of an acre. Total area within perimeter boundaries of the project shall be accounted for, excepting only any interior areas which have been previously accounted for. Measurements of area are identical with those in Urban Renewal Manual, Ch. 3-2, and aural in Ch. 3-1 under the heading "Building Deficiencies")

ITEM	TOTAL	ACREAGE			BY PROPOSED ACQUISITION		CONDITION OF BUILDINGS		ACRES TO PROPOSED LAND USE
		BY PRESENT CHARACTER		IMPROVED	C	T	TOTAL BUILDINGS	NUMBER WITH DATA BUILDINGS	
		WITH BLDGS. OR STRIPES	BETTER IMPROVED						
TOTAL									
1. Streets, Alleys, Public Rights-of-Way, Total									
a. Major Transportation									
(1) With Federal Highway Aid									
(2) Without Federal Highway Aid									
b. Other Streets, Alleys, Public Rights-of-Way									
2. Residential, Total									
a. Dwelling Purposes									
b. Related Public or Semipublic Purposes									
3. Nonresidential, Total									
a. Commercial									
b. Industrial									
c. Public or Semipublic (Institutional)									
d. Open or Unimproved Land Not Included in 3a, b, or c above									

E. CONTEMPLATED TREATMENT

ITEM	TOTAL NUMBER	NUMBER TO BE CLEARED	NUMBER DESIGNATED FOR REHABILITATION	NUMBER TO BE RETAINED WITHOUT TREATMENT	NUMBER FOR WHICH TREATMENT NOT YET DETERMINED
1. Area (in Acres) of Parcels With Buildings					
2. All Buildings					
a. Residential Buildings					
b. Nonresidential Buildings					
All Dwelling Units					
c. In Buildings With Deficiencies					
d. In Buildings Without Deficiencies					

PAVING CLEARANCE AREA, OR CLEARANCE

MINUT AREA

CHARACTER, CONDITION OF BUILDINGS, AND PROPOSED LAND USE

shall be shown to nearest tenth of an acre. (See also Ch. 3-2; material in Ch. 3-1 under the heading "Building Clearance and Redevelopment")

ITEM	TOTAL	IMPROVED		LAND-PROVED	LAND-UNIMPROVED		TOTAL	DEFICIENCIES		NUMBER OF BUILDINGS	NUMBER OF BUILDINGS
		WITH BUILDINGS	OTHER IMPROVED		TO BE IMPROVED	TO BE REMOVED		TO BE IMPROVED	TO BE REMOVED		
TOTAL											
1. Streets, Alleys, Public Rights-of-Way, Total											
a. Major Transportation											
(1) With Federal Highway Aid											
(2) Without Federal Highway Aid											
b. Other Streets, Alleys, Public Rights-of-Way											
2. Residential, Total											
a. Dwelling Purposes											
b. Related Public or Semipublic Purposes											
3. Nonresidential, Total											
a. Commercial											
b. Industrial											
c. Public or Semipublic (Institutional)											
d. Open or Unimproved Land Not Included in 3a, b, or c above											

NOT APPLICABLE

Includes 6.4 acre Operation Breakthrough site which will contain an integrated development consisting of residential and commercial uses, facilities for public and semi-public use as well as active and passive recreation areas. It is not possible at this time to provide a specific address for the land use category.

ITEM	TOTAL NUMBER	NUMBER TO BE CLEARED	NUMBER DESIGNATED FOR REHABILITATION	NUMBER TO BE RETAINED WITHOUT TREATMENT	NUMBER FOR WHICH TREATMENT YET DETERMINED
1. Area (in Acres) of Parcels With Buildings					
2. All Buildings					
a. Residential Buildings					
b. Nonresidential Buildings					
3. All Dwelling Units					
a. In Buildings With Deficiencies					
b. In Standard Buildings					

NOT APPLICABLE

ANALYSIS OF SURVEY IN AREA, C. 3-1 (1961)

PROJECT AREA

The shall be shown to nearest foot of area. Readings of areas are identical with those in Urban Renewal Manual, Ch. 3-2; material in Ch. 3-1 under the heading "Building Deficiencies" and "Criteria for Clearance and Redevelopment")

ITEM	ACREAGE						CONDITION OF BUILDINGS					ACRES BY PROPOSED LAND USE
	TOTAL	BY PRESENT CHARACTER			BY PROPOSED ACQUISITION		TOTAL BUILDINGS	NUMBER WITH DEFICIENCIES	NUMBER STRUCTURALLY SUBSTANDARD REQUIRING CLEARANCE	NUMBER WARRANTED TO REMOVAL BY CLEARING INFLUENCES		
		WITH BUILDINGS ON STREETS	WITH OTHER IMPROVEMENTS	UNIMPROVED	TO BE ACQUIRED	NOT TO BE ACQUIRED						
TOTAL												
1. Streets, Alleys, Public Rights-of-Way, Total												
a. Major Transportation												
(1) With Federal Highway Aid												
(2) Without Federal Highway Aid												
b. Other Streets, Alleys, Public Rights-of-Way												
2. Residential, Total												
a. Dwelling Purposes												
b. Related Public or Semipublic Purposes												
3. Nonresidential, Total												
a. Commercial												
b. Industrial												
c. Public or Semipublic (Institutional)												
d. Open or Unimproved Land Not Included in 3a, b, or c above												

1. CONTEMPLATED TREATMENT											
ITEM				TOTAL NUMBER		NUMBER TO BE CLEARED		NUMBER DESIGNATED FOR REHABILITATION		NUMBER TO BE RETAINED WITHOUT TREATMENT	
1. Area (in Acres) of Parcels With Buildings											
2. All Buildings											
a. Residential Buildings											
b. Nonresidential Buildings											
3. Building Units											
a. In Buildings With Deficiencies											
b. In Standard Buildings											

R 302 Resolution of Governing Body
 Approving Urban Renewal Plan

St. John's Urban Renewal
Project, January, 1971

City Ord. 11-11-70
AN ORDINANCE OF THE MUNICIPAL COUNCIL OF JERSEY
CITY APPROVING THE REVISED URBAN RENEWAL PLAN
DATED JUNE 1970 FOR PROJECT NO. UM M.I. 2-2
KNOWN AS ST. JOHN'S URBAN RENEWAL PROJECT.

Councilman Flaherty offered, and moved adoption of the following ordinance:

WHEREAS the Governing Body of the City of Jersey City has approved the Urban Renewal Plan (dated February 1960) for the Project Area known as the St. John's Urban Renewal Project consisting of seven (7) pages and six (6) maps made a part thereof, by Resolution dated April 1960; and

WHEREAS there has been prepared and referred to the Municipal Council for review and approval a revised Urban Renewal Plan for the Project Area dated June 1970 consisting of nine (9) pages and seven (7) maps which is attached and made a part hereof; and

WHEREAS the Revised Urban Renewal Plan has been approved by the Local Public Agency as evidenced by a copy of said Agency's duly certified resolution approving the Revised Urban Renewal Plan which is attached hereto; and

WHEREAS the Revised Urban Renewal Plan has been approved by the Jersey City Planning Board as evidenced by a copy of said Agency's duly certified resolution approving the Revised Urban Renewal Plan is attached hereto; and

WHEREAS it is hereby found and determined that the above mentioned revised Redevelopment Plan for the redevelopment area in this locality will afford maximum opportunity consistent with the sound needs of the locality as a whole for the development of such areas by private enterprise.

NOW, THEREFORE, the Municipal Council of the City of Jersey City does ordain:

1. That the attached Revised Urban Renewal Plan is hereby approved; and
2. This Ordinance shall take effect upon final passage and publication according to law.

APPROVED:

Thomas J. Whelan
Mayor

APPROVED:

[Signature]
Business Administrator

CERTIFIED to be a true copy of
ORDINANCE adopted by the
Municipal Council of the City of
Jersey City at its

JUL 7 1970
[Signature]
City Clerk

R - 303

Resolution of LPA Governing Body

Approving Urban Renewal Plan

St. John's Urban Renewal
Project, January, 1971

R - 303

No conditions for relocation payments are necessary with this application as the land had already been cleared and relocation activities had ceased approximately fifteen (15) years ago.

RESOLUTION OF JERSEY CITY REDEVELOPMENT
AGENCY APPROVING THE REVISED REDEVELOPMENT
PLANS FOR THE ST. JOHN'S URBAN RENEWAL
PROJECT (UR N.J. 2-2).

WHEREAS the approval by the Governing Body of the Jersey City Redevelopment Agency of the Revised Redevelopment Plan for the St. John's Urban Renewal Project is required in order to effect such revisions; and

WHEREAS, there was presented to this meeting of the Governing Body of Jersey City Redevelopment Agency for its consideration and approval; a copy of the Revised Redevelopment Plan for said Project Area which Plan is entitled "Revised Redevelopment Plan for the St. John's Urban Renewal Project Area, UR N.J. 2-2 (Revised June 1970)" consisting of nine (9) pages and seven (7) exhibits; and

WHEREAS the Revised Redevelopment Plan which is attached and made a part hereof was reviewed and considered at said meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency, that the Revised Redevelopment Plan is hereby in all respect approved and the Secretary is hereby directed to file a certified copy of said Revised Redevelopment Plan with the minutes of this meeting.

CERTIFICATE OF RECORDING OFFICER

The undersigned hereby certifies that:

1. He is the duly qualified and acting Secretary of the Jersey City Redevelopment Agency (hereinafter called the "Local Public Agency") and the custodian of the records of the Local Public Agency, including the minutes of the proceedings of the Board of Commissioners (hereinafter called the "Governing Body") and is duly authorized to execute this certificate.

2. Attached hereto is a true and correct copy of a resolution, including the WHEREAS clauses, adopted as per telephone request of the Governing Body as set forth in the Agency By-Laws on the 28th day of April, 1970 entitled

RESOLUTION OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING
THE REVISED REDEVELOPMENT PLANS
FOR THE ST. JOHN'S URBAN RENEWAL
PROJECT (UR N.J. 2-2).

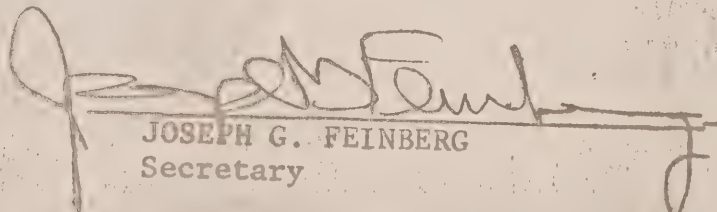
3. The resolution has been duly recorded in the minutes of the meeting and is now in full force and effect.

4. The meeting was duly convened and held in all respect in accordance with law and the bylaws of the Local Public Agency. To the extent required by law or the bylaws, due and proper notice of the meeting was given. A legal quorum of members of the Governing Body was present throughout the meeting, and a legally sufficient number of members of the Governing Body voted in the proper manner for the adoption of the resolution. All other requirements and proceedings under law, by-laws, or otherwise incident to the proper adoption of the resolution, including any publication, if required by law, have been duly fulfilled, carried out and otherwise observed.

5. If a seal appears below, it constitutes the official seal of the Local Public Agency and was duly affixed by the undersigned at the time this certificate was signed. If no seal appears below, the Local Public Agency does not have and is not legally required to have an official seal.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 10th day of June, 1970.

(SEAL)


JOSEPH G. FEINBERG
Secretary

RESOLUTION OF THE PLANNING BOARD
OF THE CITY OF JERSEY CITY APPROVING
REVISIONS FOR THE REDEVELOPMENT PLAN
FOR THE ST. JOHN'S URBAN RENEWAL
PROJECT.

WHEREAS, the Jersey City Redevelopment Authority has submitted a revised Redevelopment Plan for the St. John's Project (UR N.J. 2-2) (dated June 1970) a copy of which is attached to the resolution of this resolution; and

WHEREAS, the Division of Planning and Urban Development has reviewed said revised Plan and recommends that the Plan be approved for successful execution of the Project significant to the City as a whole; and

WHEREAS, the Planning Board of the City has reviewed such revised Plan and finds:

- (a) The revisions conform to City policies to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvement;
- (b) Sufficient information has been provided as to the proposed land uses and building requirements in the area; and
- (c) No relocation problem will be created.

NOW, THEREFORE, BE IT RESOLVED that the Planning Board of the City of Jersey City approves the revised Redevelopment Plan for the St. John's Urban Renewal Project (UR N.J. 2-2) (JUNE 1970).

(Signature)
WILLIAM GEORGE, Chairman
Jersey City Planning Board

This is to certify that the foregoing is a true copy of the Resolution adopted by the Commissioners of the Planning Board of the City of Jersey City at a meeting held *June 11, 1970*

(Signature)
ANNE E. O'MALLEY, Secretary
Jersey City Planning Board

R - 304

• Opinion of LPA Counsel Respecting
Urban Renewal Plan

St. John's Urban Renewal
Project, January, 1971

Krieger, Chodash & Politan
COUNSELLORS AT LAW

HAROLD KRIEGER
BENJAMIN H. CHODASH
NICHOLAS H. POLITAN

JOHN J. CARLIN
KENNETH P. KELLER
JOEL I. BERGMAN

SUITE 1031 • TRUST COMPANY BUILDING
921 BERGEN AVENUE
JERSEY CITY, NEW JERSEY 07306
AREA CODE (201) 653-2925

September 4, 1970

Jersey City Redevelopment Agency
574 Newark Avenue
Jersey City, New Jersey

Re: Revised Urban Renewal Plan for St. John's
U.R.N.J.2-2 Jersey City, New Jersey

Gentlemen:

As counsel for the Jersey City Redevelopment Agency in the above identified project, this is to supplement the opinion of Joseph A. Davis, former counsel for the Redevelopment Agency, addressed to you under the date of June 24, 1960, in connection with the Urban Renewal Plan referred to herein (hereinafter called the "Plan").

As legal counsel in the above identified project, my opinion is as follows:

1. The Plan has been modified since the date of said opinion and as so modified was, after approval by the Governing Body of the Local Public Agency on June 10, 1970, submitted by that Agency to the Planning Board of the City of Jersey City, approved by that Board on June 11, 1970, and finally submitted by the Local Public Agency to the City Council of the City of Jersey City. I have examined the Plan as so modified (hereinafter called the "Modified Plan"), more particularly identified

as follows:

A type written document dated June, 1970, entitled "Revised Urban Renewal Plan", consisting of 9 pages (and 6 maps), for the project area in said project described therein, prepared and approved by the Local Public Agency on June 10, 1970, and filed and available for public inspection in the office of the City Clerk, located at City Hall, 280 Grove Street, in the City of Jersey City, State of New Jersey.

I have also examined the record of the official proceeding respecting the authorization and approval of the Modified Plan by the Governing Body of the Local Public Agency.

2. The Modified Plan has been duly approved by the City Council of the City of Jersey City. I have examined a record of the official proceeding respecting the latter approval. All public bodies, officials, and agencies which, under the State or Local Law, are required to authorize or approve the Modified Plan have done so. A public hearing of the Modified Plan required under State or Local Law has been held in the time and manner at the place required, following the giving of due notice to the appropriate parties by the public body or public officer, all in accordance with law. Every public hearing required by law, including any such hearing on the project (as distinguished from a public hearing, if any, on the Modified Plan), under Section 105 (d) of the Housing Act of 1949, as amended, or under any other law, has been held in the time and manner and at the place required, following the giving of due notice to the appropriate parties, by the appropriate public body or public officer, all in accordance with law.

3. All the procedural requirements, approvals, and other actions and formalities required under State and Local Law to make the Modified Plan legally effective have been duly fulfilled, taken, and completed, as the case may be.

September 4, 1970

Page Three

4. To my knowledge, there is no pending or threatened litigation of any kind concerning the Modified Plan or said project.

5. I have reviewed Section K of the Modified Plan pertaining to additional restrictive controls to be embodied in the disposition agreement and find this section to be consistent with the objectives of the Urban Renewal Plan and legal and proper under existing State Law.

6. All of the provisions of Paragraphs 3, 4 and 5 of the previous opinion dated June 24, 1960, are hereby made applicable to the Modified Plan to the same extent as if they were set forth herein in full.

7. All of the foregoing statements, as contained in Paragraph 1 through 6, are subject to the provisions of the revised Redevelopment Plan for the St. John's Project area, dated February, 1960, which provides in pertinent part at Paragraph J as follows:


"J. Modification and Termination

1. Modification

This Redevelopment Plan may be modified at any time by the Jersey City Redevelopment Agency with approval of the governing body of the City, provided that if modified after disposition of any land in the Project Area, the modification must be consent to in writing by the Redeveloper or any successors in interest of such Redeveloper of the property affected by the proposed modification.

These consents have not as yet been obtained and are presently being sought.

Very truly yours,


HAROLD KRIEGER
General Counsel

R - 305

* Executed Cooperation Agreements

St. John's Urban Renewal
Project, January, 1971

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE
CITY OF JERSEY CITY AUTHORIZING MAYOR THOMAS
J. WHELAN TO EXECUTE A COOPERATION AGREEMENT
FOR THE ST. JOHN'S URBAN RENEWAL PROJECT
UR N.J. 2-2.

WHEREAS, under the provisions of the Title I Housing Act of 1949, as amended, the Secretary of the Department of Housing and Urban Development is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal projects; and

WHEREAS, it is provided in such Act that contracts for financial aid thereunder require that the Urban Renewal Plan for the respective Project Area be approved by the Governing Body of the Locality in which the project is situated and that such approval include findings by the Governing Body of the Locality in which the project is situated and that such approval include findings by the Governing Body that: (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Urban Renewal Plan; (2) the Urban Renewal Plan will afford the maximum opportunity, consistent with the sound needs of the locality as a whole for the rehabilitation or redevelopment of the urban renewal area by private enterprise; (3) the Urban Renewal Plan conforms to a general plan for the development of the locality as a whole; and (4) the Urban Renewal Plan gives due consideration to the provision of adequate park and recreational areas and facilities, as may be desirable for neighborhood improvement with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the Plan; and

WHEREAS, the Jersey City Redevelopment Agency, with the cooperation of the City of Jersey City is undertaking and carrying out an urban renewal project known as the St. John's Urban Renewal Project, No. UR N.J. 2-2, the redevelopment area thereof is described as follows and hereinafter designated as the "Project".

BEGINNING at the intersection of the north line of Newark Avenue and the Kennedy Boulevard; thence southerly along the said east line of John F. Kennedy Boulevard to the south line of Van Winkle Avenue; thence easterly along the said south line of Van Winkle Avenue to the east line of Huron Avenue; thence northerly along the said east line of Huron Avenue to the south line of St. Paul's Avenue; thence easterly and southeasterly along the said south line of St. Paul's Avenue to the west line of Summit Avenue; thence southerly along the said west line of Summit Avenue to the north line of Newark Avenue; thence westerly along said north line of Newark Avenue to the point and place of BEGINNING.

WHEREAS, the Jersey City Planning Board declared St. John's Urban Renewal Project, UR N.J. 2-2, as an "urban renewal" area in accordance with the requirements of appropriate Federal and State Statutes; and

WHEREAS, on January 15, 1952, the Board of Commissioners of the City of Jersey City, by resolution unanimously proved, found and determined that the St. John's Urban Renewal Project, UR N.J. 2-2, is a "blighted area" and qualifies as an eligible project under Chapter 187 of the Laws of 1949, as amended; and

WHEREAS, on June 11, 1970, the Jersey City Planning Board did approve by resolution the revised Urban Renewal Plan for the St. John's Urban Renewal Project, UR N.J. 2-2, dated June, 1970, as prepared and presented by the Jersey City Redevelopment Agency; and

WHEREAS, on July 7, 1970, the Municipal Council of the City of Jersey City did approve and adopt an Ordinance which approved the Revised Urban Renewal Plan for the St. John's Urban Renewal Project, UR N.J. 2-2, dated June, 1970 as proposed by the Jersey City Redevelopment Agency; and

WHEREAS, Federal financial assistance will be provided under and by virtue of the provisions of Title I of the Housing Act of 1949, as amended; and

WHEREAS, the City will also provide financial aid and cooperate with the Agency by making local grants-in-aid required under said Title I Housing Act of 1949, as amended; and

WHEREAS, the Agency has made an Application to the Department of Housing and Urban Development for loan and capital grant funds for the said Project; and pursuant to such Application the Agency proposes to enter into an amended loan and grant contract with the Department of Housing and Urban Development for Federal financial assistance under Title I of the Housing Act of 1949, as amended, for the purposes of carrying out said Project; and

WHEREAS, as a requirement of said Loan and Grant Contract, the Department of Housing and Urban Development requires assurance of cooperation on the part of the City that local grants-in-aid will be provided equal to one-third of the net cost of the Project; and

WHEREAS, the Jersey City Redevelopment Agency has requested the City of Jersey City to enter into a Cooperation Agreement for the purpose of carrying out the St. John's Urban Renewal Project, UR N.J. 2-2; and

WHEREAS, the City will be required to furnish non-cash grants-in-aid estimated at \$1,796,011, and to provide a proportionate share of the cost of project improvements to be installed by the Agency, which proportionate share is estimated to be \$9500.

NOW, THEREFORE, BE IT RESOLVED, that Mayor Thomas J. Whelan is authorized and directed to enter into a Cooperation Agreement on behalf of the City of Jersey City with the Redevelopment Agency of the City of Jersey City providing for the additional local one-third City share of the actual net cost of the St. John's Urban Renewal Project, UR N.J. 2-2, and by which Cooperation Agreement the City of Jersey City agrees to pay to the Redevelopment Agency of the City of Jersey City the ineligible portion of any project improvements on or before the date of execution of any contracts for the construction or installation of these improvements in accordance with the contract for loan and grant with the Renewal Assistance Administration of the Department of Housing and Urban Development.

This Resolution shall take effect immediately.

Approved:

Business Administrator

APPROVED AS TO SUBSTANCE

CLERK OF THE
CITY OF JERSEY CITY

FILED IN TO RECORD

Cooperation Council

COOPERATION AGREEMENT

ST. JOHN'S PROJECT

THIS COOPERATION AGREEMENT entered into as of the *5th* day of *January*, 1970, by and between the CITY OF JERSEY CITY, hereinafter designated and referred to as the "City" and the JERSEY CITY REDEVELOPMENT AGENCY, hereinafter designated and referred to as the "Agency".

WITNESSETH THAT:

WHEREAS, under the provisions of Title I of the Housing Act of 1949, as amended, the Housing and Home Finance Administrator is authorized to provide financial assistance to Local Public Agencies for undertaking and carrying out urban renewal projects; and

WHEREAS, it is provided in such Act that contracts for financial aid thereunder require that the Urban Renewal Plan for the respective project area be approved by the governing body of the locality in which the project is situated and that such approval include findings by the governing body that: (1) the financial aid to be provided in the contract is necessary to enable the project to be undertaken in accordance with the Urban Renewal Plan (Redevelopment Plan); (2) the Urban Renewal Plan will afford the maximum opportunity consistent with the sound needs of the locality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise; and (3) the Urban Renewal Plan conforms to a general plan for the development of the locality as a whole; and

WHEREAS, pursuant to the Redevelopment Agencies Law as Amended and Supplemented of the State of New Jersey Sections 40:55C-1 et seq., the municipality of the City of Jersey City is authorized to enter into agreements with and make contributions to the Redevelopment Agency; and

WHEREAS, the Jersey City Redevelopment Agency, with the cooperation of the City of Jersey City has undertaken and proposes to continue to undertake, develop and carry out an Urban Renewal Project known as the St. John's Urban Renewal Project, UR N.J. 2-2 the redevelopment area whereof is described as follows and hereinafter designated as the "Project".

Bounded by St. Paul's Avenue, Summit Avenue, Newark Avenue, Kennedy Boulevard, Van Winkle Avenue and Huron Avenue, (herein designated "Project Area"). City of Jersey City, State of New Jersey (herein designated "Locality"); and

WHEREAS, on January 11, 1952, the Jersey City Planning Board, after Public Hearing, recommended the St. John's Urban Renewal Project Area be declared "blighted" in accordance with the requirements of appropriate Federal and State statutes; and

WHEREAS, on January 15, 1952, the Board of Commissioners of the City of Jersey City, by resolution, unanimously proved, found and determined that the St. John's Urban Renewal Project is a blighted area and qualifies as an eligible project under Chapter 187 of the laws of 1949 as amended; and

WHEREAS, on June 11, 1970, the Jersey City Planning Board approved and recommended to the Municipal Council the Revised Redevelopment Plan for the St. John's Urban Renewal Project Area as prepared and presented by the Jersey City Redevelopment Agency; and

WHEREAS, on July 7, 1970, the Municipal Council of the City of Jersey City did approve and adopt an ordinance which approved a Revised Redevelopment Plan for the St. John's Urban Renewal Project dated June, 1970, as proposed by the Jersey City Redevelopment Agency; and

WHEREAS, the City intends to provide financial aid and cooperate with the Agency by making local grants-in-aid required under said Title I of the Housing Act of 1949, as amended; and

WHEREAS, the Agency has made application to the Department of Housing and Urban Development for loan and capital grant funds for the said Project; and pursuant to such application, the Agency proposes to enter into an amended Loan and Grant Contract with the Department of Housing and Urban Development for Federal financial assistance under Title I of the Housing Act of 1949, as amended, for the purpose of carrying out the said Project; and

WHEREAS, as a prerequisite to said Loan and Grant Contract, the Department of Housing and Urban Development requires assurance of cooperation on the part of the City that local grants-in-aid will be provided equal to one-third of the net cost of the Project; and

WHEREAS, the City will be required to furnish grants-in-aid as hereinafter estimated; and

WHEREAS, the Jersey City Redevelopment Agency has requested the City of Jersey City to enter into a cooperation agreement for the purpose of carrying out said St. John's Urban Renewal Project, UR N.J. 2-2.

NOW, THEREFORE, in consideration of the benefits to accrue to the City of Jersey City and its citizens from the said Project and of the mutual covenants hereinafter set forth, the City of Jersey City and the Jersey City Redevelopment Agency hereby agree as follows:

- I. As hereinafter provided, the City of Jersey City will convey all of its land and property within the confines of the Project Area to the Agency and shall be credited for a sum mutually agreeable to the City and the Agency as a non-cash Grant-In-Aid, which sum is presently estimated to be \$20,025.
- II. The City will construct, or cause to be constructed, in accordance with a schedule mutually agreeable to the City and the Agency, such improvements consisting of sewer systems, water systems, street widenings and other improvements as specified hereunder in the Project Area as required by the Redevelopment Plan and shall be credited with a portion of the actual total cost of constructing all such improvements, which portion is presently estimated to amount to \$154,239.

- (a) The City will construct, or cause to be constructed, in accordance with a schedule mutually agreeable to the City and the Agency, supporting facilities of Public Library, currently designated as the Five Corners Branch, and the Public Safety Center at Journal Square and shall be credited with portions of the actual costs of constructing such supporting facilities which portions are currently estimated to amount to \$1,621,747
- (b) The City agrees that the portion of credit as grants-in-aid for such improvements and facilities shall be that portion which the Agency, with the approval of the Department of Housing and Urban Development, shall determine to be eligible under the provisions of Title I of the Housing Act of 1949, as amended.

III. The City agrees to initiate, commence and place under construction all the work and improvements undertaken by it in the within Agreement at such times as shall be coincident with the construction and progress of the entire Project. The City agrees that all improvements and facilities placed under construction and work commenced and initiated

for the Project shall be completed within a reasonable time after the commencement thereof.

The City shall perform any and all other matters required of it under this Agreement at such times as the need for same shall arise, upon request from the Jersey City Redevelopment Agency.

IV. The City agrees to provide its share of the costs of Project Site Improvements to be done by the Agency as part of its execution activities, which share is currently estimated to be \$9,500.

V. The City, in accordance with said Redevelopment Plan, at no cost or expense to the Agency, will upon petition by the Agency, vacate streets and other public ways as designated in said Plan. The City shall take other such lawful actions as may be deemed by the City and the Agency to be necessary or desirable in connection with the undertaking of the Project.

VI. Contributions toward the requirements of non-cash grants-in-aid for this Project which exceed the obligation of the City hereunder, will be credited toward the satisfaction of the estimated cash contribution of the City with respect to this Project.

VII. Any sums payable hereunder by either party to the other shall not bear any interest.

VIII. This agreement may be amended from time to time by mutual agreement of the parties hereto, subject to the approval of the Department of Housing and Urban Development.

IX. It is understood and agreed that the obligation hereunder, is to make cash or non-cash grants-in-aid in a total amount equal to one-third of the total actual net cost of the Project, and that amounts payable by the City to the Agency as hereinabove set forth are based on estimates, and that if the total actual net cost of the Project (as determined by the Agency, in accordance with its contract with the Department of Housing and Urban Development), is greater or less than the total estimated net cost of the Project the amount of the contributions to be made by the City to the Agency shall be proportionately adjusted, and in no case shall the City's share be less than one-third of the actual net project cost.

X. It is understood and agreed that the City will pay those costs incurred by the Agency during the conduct of this Project which though related and necessary to the conduct of the project are determined after audit of the records of the Agency by the Department of Housing and Urban Development.

to be ineligible expenditures under the strict conditions and standards of the Department of Housing and Urban Development Title I program but which are proper costs to be borne by the City of Jersey City.

XI. It is understood and agreed that the City of Jersey City will pay the Jersey City Redevelopment Agency the ineligible portion of any project improvements which amount is currently estimated at \$73,000 on or before the date of execution of contracts for the construction or installation of these improvements.

IN WITNESS WHEREOF, the City of Jersey City and the Jersey City Redevelopment Agency have caused this Cooperation Agreement to be duly signed and executed as of the day and year first above written.

APPROVED AS TO LEGAL COUNSEL

CITY OF JERSEY CITY

ATTEST:

NOTARY

REDEVELOPMENT AGENCY

SECRETARY

WITNESSES:

(initials)

R - 307

Affidavit of Public Hearing

St. John's Urban Renewal
Project, January, 1971

R - 307

An affidavit of publication regarding notice
of public hearing was submitted in the original Application.

R - 308

Excerpts of Public Hearing

St. John's Urban Renewal
Project, January, 1971

R - 308

The minutes of the public hearing were submitted
in the original Application.

R - 309

Explanation of LPA's Solution

To Question Raised by HUD

St. John's Urban Renewal
Project, January, 1971

The Amendatory Part I Loan and Grant Application, revised October 1970, was approved by HUD with no written comments or questions. The Letter of Approval for the Part I is herewith attached.

A revised Cooperation Agreement is included in Section R- 305.



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AREA OFFICE
970 BROAD STREET, NEWARK, NEW JERSEY 07102

AREA OFFICES
Buffalo, New York
Camden, New Jersey
New York, New York
Newark, New Jersey
San Juan, Puerto Rico

REGION II
REGIONAL OFFICE
NEWARK, NEW JERSEY

1 IN REPLY REFER TO

Joseph Feinberg
Director of Urban Renewal
Jersey City Redevelopment Authority
574 Newark Avenue
Jersey City, N. J.

DEC 1 1970

Dear Mr. Feinberg:

Subject: Part I Amendatory Application for Loan and Grant
Project No. NJ 2-2 St. John's UR Project

We are pleased to inform you that the Part I of your amendatory Application for Loan and Grant for the above identified project has been reviewed and we have established a new reservation of capital grant funds of \$798,099 available for this project. This reservation represents the maximum amount of capital grant assistance for which an amended contract for Loan and Grant may be executed ultimately, but is not a commitment to execute such a contract.

This action authorizes you to proceed with obtaining the necessary local approvals and with such other steps necessary to complete your amended Application for Loan and Grant, i.e., the submission of Part II, revised local Approval Data.

Enclosed are information copies of Form HUD-6200, Project Cost Estimate and Financing Plan, and Form HUD-6220, Project Expenditures Budget. The transmittal of these forms does not constitute approvals of the amounts indicated thereon. Such amounts, however, are those which the Department of Housing and Urban Development is prepared to accept at the time an allocation is made.

In connection with this approval, you are hereby advised that we have no intention of approving any subsequent increases in the capital grant from the amount now approved, except for increases which might arise pursuant to future Federal legislation.

is therefore your responsibility to monitor the carrying out of activities in such a way that, if project costs should increase, you will be able to act promptly to prevent overrunning the budget on which the Federal grant is based. In such circumstances, you should reduce the scope of project costs and activities so as to be able to complete the project with the approved project capital grant.

Sincerely yours,

Peter J. Longarzo
Peter J. Longarzo
Area Director

cc: [unclear]

cc: 44-6000, Project Cost Estimate and Financing Plan
cc: 44-6000, Project Expenditures Budget
cc: [unclear] of Advice

R - 310

Disposal or Cooperation Agreement

St. John's Urban Renewal
Project, January, 1971

To insure clear title for Operation Breakthrough, Federal condemnation procedures were undertaken for the actual disposition of the project area through said proceedings.

Attached herewith are the contract and agreement between the Jersey City Redevelopment Agency and the United States Department of Housing and Urban Development whereby all parties agree that the development shall take place consistent with the approved Urban Renewal Plan and the approved Site Plan.

Other supporting documentation is not applicable because of the nature of Operation Breakthrough.

AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT AND THE JERSEY CITY REDEVELOPMENT
AGENCY

THIS Agreement (hereinafter called "Agreement") made on or as of the 21st day of December, 1970, by and between the Jersey City Redevelopment Agency, a public body corporate (hereinafter called "Agency"), established pursuant to the Redevelopment Agencies Law of the State of New Jersey (hereinafter called "Urban Renewal Act"), and having its main office at 574 Newark Avenue in the City of Jersey City (hereinafter called "City"), State of New Jersey and the Department of Housing and Urban Development a department of the United States (hereinafter called "HUD"), and having its office at 451 - 7th Street S.W., Washington, D.C.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City, and in this connection is engaged in carrying out an urban renewal project known as the St. John's Urban Renewal Project (hereinafter called the "Project") in an area (hereinafter called the "Project Area") located in the City; and

WHEREAS, the uses to which land in the Project Area may be devoted are controlled by an Urban Renewal Plan, which is more particularly described in Schedule A, annexed hereto and made a part hereof; and

WHEREAS, the Property which is the subject of this Agreement, which property is described in Schedule C, is to be reused as the site for a Prototype Development in the Breakthrough Program of HUD (hereinafter called the "Prototype Development"); and

WHEREAS, on December 21, 1970, Volt Information Sciences (Prototype Site Developer, hereinafter called "PSD"), organized and existing under the laws of the State of New York and having its office at 640 W. 40th Street,

AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT AND THE JERSEY CITY REDEVELOPMENT
AGENCY

THIS Agreement (hereinafter called "Agreement") made on or as of the 21st day of December, 1970, by and between the Jersey City Redevelopment Agency, a public body corporate (hereinafter called "Agency"), established pursuant to the Redevelopment Agencies Law of the State of New Jersey (hereinafter called "Urban Renewal Act"), and having its main office at 574 Newark Avenue in the City of Jersey City (hereinafter called "City"), State of New Jersey and the Department of Housing and Urban Development a department of the United States (hereinafter called "HUD"), and having its office at 451 - 7th Street S.W., Washington, D.C.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of blum and blighted areas in the City, and in this connection is engaged in carrying out an urban renewal project known as the St. John's Urban Renewal Project (hereinafter called the "Project") in an area (hereinafter called the "Project Area") located in the City; and

WHEREAS, the uses to which land in the Project Area may be devoted are controlled by an Urban Renewal Plan, which is more particularly described in Schedule A, annexed hereto and made a part hereof; and

WHEREAS, the Property which is the subject of this Agreement, which property is described in Schedule C, is to be reused as the site for a Prototype Development in the Breakthrough Program of HUD (hereinafter called the "Prototype Development"); and

WHEREAS, on December 21, 1970, Volt Information Sciences (Prototype Site Developer, hereinafter called "PSD"), organized and existing under the laws of the State of New York and having its office at 640 W. 40th Street,

entered into a contract with HUD for the development, management, operation and ultimate disposal of the Prototype Development (hereinafter called "Prototype Site Development Contract"); and

WHEREAS, pursuant to said Prototype Site Development Contract, the PSD has formed Summit Apartments Inc. organized and existing under the laws of New Jersey, a Special Purpose Organization (hereinafter called "SPO") to take title to the property, dispose of property, obtain financing, and, as owner of the property, grant permits, licenses and authorities, execute documents, and perform other functions as necessary to permit and facilitate performance by the PSD of his obligations under the Site Development Contract;

WHEREAS, such use of the Property for the Prototype Development constitutes a public use; and

WHEREAS, to permit construction of the Prototype Development, HUD has filed a declaration of taking in the United States District Court for the District of New Jersey with regard to the Property covered by this Agreement and

WHEREAS, HUD desires to convey said Property to the SPO for redevelopment; and

WHEREAS, the SPO is willing to enter into an agreement with the Agency in the form of the attached "Contract for Redevelopment of Urban Renewal Project Land for Operation Breakthrough" annexed hereto and made a part hereof as Schedule B (hereinafter called "Redevelopment Agreement");

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings hereinafter contained the Agency and HUD agree as follows:

SEC. 1. RECONVEYANCE TO SPO AND EXECUTION OF REDEVELOPMENT AGREEMENT.

HUD hereby covenants and agrees that the property which it has acquired by the aforesaid declaration of taking shall be redeveloped, and that simultaneously with its conveyance of the property to the SPO it will cause the SPO to enter into a Redevelopment Agreement with the Agency in the form hereto attached as Schedule B.

SEC. 2. AMENDMENT OF URBAN RENEWAL PLAN

The Agency hereby covenants and agrees that it will effect modification or amendment of the Urban Renewal Plan, to conform or be consistent with

- a. The prototype development as it exists when certified by HUD to have been completed; and
- b. The uses as approved by HUD as of the date of such completion.

The Agency further covenants and agrees that the owner (s) of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan shall have, as of the date of completion of the prototype development as certified by HUD, a enforceable interest in the continued future use of such property in accordance with such amended urban renewal plan and the approved site plan as of the date of such completion.

SEC. 3. SITE PREPARATION BY AGENCY

The Agency shall, without expense to HUD (other than as cost of the Project) or the SPO prepare the property for redevelopment in accordance with the standards set forth in Paragraph 1 of Schedule D annexed hereto and made part hereof. In addition, the Agency shall, prior to completion of construction work and without expense to HUD (other than as cost of the Project) or the SPO or assessment or claim against the Property, provide or secure, or cause to be provided or secured, the actions with respect to the Property set forth in ~~Paragraph 3 of~~ Schedule D.

SEC. 4. ACCESS TO PROPERTY

The representatives of the Agency, the City, and the United States of America shall be permitted access to the Property at all reasonable times which any of them deems necessary for the purposes of this Agreement and the Redevelopment Agreement, including, but not limited to, inspection of all work being performed in connection with the Prototype Development. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

SEC. 5. COUNTERPARTS

This Agreement is executed in FIVE (5) counterparts, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its name and behalf by its Executive Director and its seal to be hereunto duly affixed and attested by its Assistant, and HUD has caused this Agreement to be duly executed in its name and behalf by the Assistant Secretary for Research and Technology, on or as of the day first above written.

Attest:

By

(Agency)

Carl W. [Signature]

By

(HUD)

Harold [Signature]
Assistant Secretary for Research and Technology

Attest:

[Signature]
(Secretary)

SCHEDULE A

The Urban Renewal Plan for the Project is dated June, 1970, and was approved by the City Council of the City on July 7, 1970, by Ordinance No. W227.

A copy of the Urban Renewal Plan as constituted on the date of this Contract has been recorded among the land records for the place in which the Project Area is situated, as follows:

in the Hudson County Records Office

SCHEDULE 3

Contract for Redevelopment of Urban Renewal Project Land for
Operation Breakthrough

CONTRACT FOR REDEVELOPMENT OF URBAN RENEWAL PROJECT LAND FOR
OPERATION BREAKTHROUGH

THIS CONTRACT (hereinafter called "Contract") made on or as of the 21st day of December, 1970, by and between the Jersey City Redevelopment Agency, a public body corporate (hereinafter called "Agency"), established pursuant to the Redevelopment Agencies Law of the State of New Jersey (hereinafter called "Urban Renewal Act"), and having its office at 574 Newark Avenue in the City of Jersey City (hereinafter called "City"), State of New Jersey and Summit Apartments, Inc., a corporation organized and existing under the laws of the State of New Jersey and having its office at (which, together with its successors and assigns, is hereinafter called "Special Purpose Organization" or "SPO").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of slum and blighted areas in the City, and in this connection is engaged in carrying out an urban renewal project known as the St. John's Urban Renewal Project (hereinafter called the "Project") in an area (hereinafter called the "Project Area") located in the City; and

WHEREAS, the uses to which land in the Project Area may be devoted are controlled by an Urban Renewal Plan, which is more particularly described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, the portion of the Project Area which is the subject of this Contract is to be reused as the site for a Prototype Development in the Breakthrough Program (hereinafter called the "Prototype Development") of the Department of Housing and Urban Development (hereinafter called "HUD") and such use is in accordance with the Urban Renewal Plan; and

WHEREAS, on , 19 , Volt Information Sciences a corporation organized and existing under the laws of the State of New York and having its office at 640 W. 40th Street (the Prototype Site Developer, which, together with its successors and assigns, is hereinafter called "PDS"), entered into a contract with HUD for the development, management, operation, and ultimate disposal of the Prototype Development (hereinafter called "Prototype Site Development Contract"); and

WHEREAS, pursuant to said Prototype Site Development Contract, the PDS has formed the SPO to take title to the property, dispose of property, obtain financing, and, as owner of the property, grant permits, licenses and authorities, execute documents, and perform other functions as necessary to permit and facilitate performance by the PDS of his obligations under the Prototype Site Development Contract; and

WHEREAS, such use of the portion of the Urban Renewal Area for the Prototype Development constitutes a public use; and

WHEREAS, to permit accomplishment of the objectives of the Urban Renewal Plan and construction of the Prototype Development, the Agency has sold to HUD the real property covered by this Contract, which is more particularly described in Schedule C annexed hereto and made a part hereof, subject to an agreement on the part of HUD, among others, that simultaneously with its reconveyance of the property to the SPO it will cause the SPO to enter into a prescribed form of Redevelopment Agreement with the Agency; and

WHEREAS, the SPO desires to acquire the property from HUD and in that connection is willing to enter into this Redevelopment Agreement with the Agency; and

NOW, THEREFORE, in consideration of the premises and of the mutual promises and undertakings hereinafter contained, the Agency and the SPO agree as follows:

SEC. 1. APPORTIONMENT OF TAXES

The portion of the current taxes, if any, on the Property which are a lien on the date of delivery of the Deed to the SPO allocable to buildings and other improvements which have been demolished or removed from the Property by the Agency shall be borne by the Agency, and the portion of such current taxes allocable to the land shall be apportioned between the Agency and the SPO as of the date of the delivery of the Deed. If the amount of the current taxes on the Property is not ascertainable on such date, the apportionment between the Agency and the SPO shall be on the basis of the amount of the most recently ascertainable taxes on the Property, but such apportionment shall be subject to final adjustment within thirty (30) days after the date the actual amount of such current taxes is ascertained.

SEC. 2. SITE PREPARATION BY AGENCY

The Agency shall have, prior to the execution of this Contract and conveyance of the Property to the SPO by HUD and without expense to the SPO, prepared the Property for redevelopment in accordance with the standards set forth in paragraph 1 of Schedule D annexed hereto and made a part hereof. In addition, the Agency shall, prior to completion of construction of the Prototype Development and without expense to the SPO or assessment of claim against the Property, provide or secure, or cause to be provided or secured, the actions with respect to the Property set forth in paragraph 3 of said Schedule D.

SEC. 3. ACCESS TO PROPERTY

The SPO shall permit the representatives of the Agency, the City, and the United States of America access to the Property at all reasonable times which any of them deems necessary for the purposes of this Contract, including, but not limited to, inspection of all work being performed in connection with the Prototype Development. No compensation shall be payable nor shall any charge be made in any form for the access provided for in this Section.

SEC. 4. RESTRICTIONS ON USE

The SPO agrees for itself, its successors and assigns and every successor in interest to the Property, or any part thereof that:

- (a) From and after completion of redevelopment in accordance with section 5 hereof, to devote the Property only to and in accordance with the uses specified in the Urban Renewal Plan and as shown on the approved site plan, as of the date of such completion.
- (b) No such party shall discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 5. CONSTRUCTION OF IMPROVEMENTS

The Property will be redeveloped by construction thereon of a Prototype Development comprising residential housing and related improvements (hereinafter called "Improvements") and all plans and specifications and all work with respect to such redevelopment shall be in conformity with this Agreement and applicable State and local laws. The SPO agree for itself, its successors and assigns, that redevelopment of the Property shall be commenced within a reasonable time from the date of the Deed. Upon written request of the Agency from time to time, the SPO will deliver to the Agency plans with respect to the Improvements in sufficient completeness and detail to show that the Improvements will be in accordance with this Agreement and applicable State and local laws. The SPO shall upon written request of the Agency, deliver to the Agency a report in writing in such detail as may reasonably be required, as to actual progress with respect to construction of the Improvements. During the construction period, the work on the site shall be subject to inspection by the Agency.

SEC. 6. PROHIBITION AGAINST TRANSFER OF PROPERTY

The SPO has not made or created and will not make or suffer to be made any sale, assignment, conveyance, lease, or transfer in any other form of, or with respect to, this Contract or the Property, or any part thereof or any interest therein, or contract or agree to do any of the same, except to a mortgagee or a Trustee under a Deed of Trust for the purpose of obtaining financing in accordance with Section 7 of this Contract or except as approved by HUD.

For the purpose of this Section, a transfer of stock in the SFO, in whole or in part by a party holding ten percent or more of the stock of the SFO, or a transfer, by more than one stockholder of the SFO, of ten percent or more of the stock of the SFO, or any other similarly significant change in the ownership of such stock or in the relative distribution thereof, or with respect to the parties in control of the SFO, or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other reorganizations, issuance of new or additional stock or classification of stock or otherwise, shall be deemed an assignment or conveyance with respect to this Contract of the Property. With respect to this provision, the SFO and the parties signing this Contract on behalf of the SFO represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them with respect thereto.

The SFO agrees that (a) the SFO will promptly notify the Agency of any and all changes whatsoever in the ownership of stock, legal or beneficial, or of any other act or transaction involving or resulting in any change in the ownership of such stock or in the relative distribution thereof, or with respect to the identity of the parties in control of the SFO or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the SFO shall, at such time or times as the Agency may request, furnish the Agency with a complete statement, subscribed and sworn to by the President or other executive officer of the SFO, setting forth all of the stockholders of the SFO, and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock, their names and the extent of such interest, all as determined or indicated by the records of the SFO, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the stock in the SFO, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished the Agency immediately prior to the delivery of the Deed to the SFO, and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed.

SEC. 7. LIMITATION UPON ENCUMBRANCE OF PROPERTY

The SFO shall not, without the prior approval of HUD, engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or fail to pay real estate taxes or assessments on the Property or any part thereof when due, or suffer any levy or attachment to be made of any materialman or mechanics lien or any other unauthorized encumbrance or lien to be made on or attach to the Property, except for the purposes only of obtaining funds to assist in the purchase of the Property and the development and construction of the Prototype Development. The SFO shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, and in any event it shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the SFO or otherwise.

SEC. 8. HUD'S OPTION TO CURE DEFAULTS

The parties hereto specifically recognize the rights of HUD under the Government Intervention clause (attached as Schedule E and incorporated herein by reference) of the Prototype Site Development Contract, particularly with respect to the rights of HUD under said clause to take possession of or title to all or any part of the Property as determined by HUD to be necessary. It is understood and agreed that HUD may exercise those rights prior to exercise by the Agency or the mortgagees of any of their rights and remedies under this Contract, by operation of law, or otherwise, in case of default. The Agency further waives any right to exercise its options hereunder with respect to default until HUD shall have been given the opportunity to exercise said rights and remedies, or refused or waived its rights to so exercise.

SEC. 9. COVENANTS TO RUN WITH THE LAND: PERIOD OF DURATION

It is intended and agreed, and the Deed shall so expressly provide that the covenants provided in Section 4 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the City, and any successor in interest to the Property, or any part thereof and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, and the United States (in the case of the covenant provided in subsection (b) of Section 4), against the SPO, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of, the Property.

It is further intended and agreed that the covenant provided in subsection (a) of Section 4 shall remain in effect from the date of the Deed for the period of time specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan. The covenant provided in subsection (b) of Section 4 shall remain in effect without limitation as to time. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language in this Contract, shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

The Deed shall contain covenants on the part of the SPO for itself and its successors and assigns, implementing the requirements of Sections 5, 7 and 8. Such covenants shall run with the land and be binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns.

On the certification by HUD that the Property, or a portion thereof, has been redeveloped in accordance with Section 5, the covenants implementing the requirements of Sections 5, 6, 7, and 8 shall terminate with respect to the Property or the portion thereof so certified; provided, however, that the covenants pertaining to the 2nd and 3rd paragraphs of Section 6 shall not be terminated until such certification by HUD as to all of the Property. Such certification shall be by instrument suitable for recording among the land records applicable to the Property or portion thereof.

SEC. 10. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any of the provisions of this Contract, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Contract (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Contract to construct or complete the Prototype Development or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed so to obligate such holder. Nothing in this Section or any other Section or provision of this Contract shall be deemed or construed to permit or authorize any such holder to devote the property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and this Contract.

SEC. 11. COPY OF NOTICE OF DEFAULT TO MORTGAGEE

Whenever the Agency shall deliver any notice or demand to the SPO with respect to any breach or default by the SPO in its obligations or covenants under this Contract, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Contract at the last address of such holder shown in the records of the Agency, and to HUD, in care of the appropriate Regional Administrator.

SEC. 12. MORTGAGEE'S OPTION TO CURE DEFAULTS

Subject to the rights of HUD under Section 8 hereof, after any breach or default referred to in Section 11 hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage): Provided, That if the breach or default is with respect to construction of the Prototype Development, nothing contained in this Section or any other Section of this Contract shall be deemed to permit or authorize such holder, either before or

after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Prototype Development beyond the extent necessary to conserve or protect the Prototype Development or construction already done without first having expressly assumed the obligation to the Agency and to HUD, by written agreement satisfactory to the Agency and to HUD, to complete, in the manner provided in this Contract, the Prototype Development on the Property or the part thereof to which the lien or title of such holder relates.

SEC. 15. AGENCY'S OPTION TO PAY MORTGAGE DEBT OR PURCHASE PROPERTY

Subject to the rights of HUD under Section 8 hereof, in any case where subsequent to default or breach by the SFO (or successor in interest) under this Contract, the holder of any mortgage on the Property or part thereof

- (a) has, but does not exercise, the option to construct or complete the Prototype Development relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and holder has been notified or informed of the default or breach; or
- (b) undertakes construction or completion of the Prototype Development but does not complete such construction within the period as agreed upon by the Agency and such holder, and such default shall not have been cured within sixty (60) days after written demand by the Agency so to do,

the Agency shall (and every mortgage instrument made prior to completion of the Prototype Development with respect to the Property or the SFO or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure, including reasonable attorney's fees; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any construction of the Prototype Development or any part thereof on the Property done by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 14. AGENCY'S OPTION TO CURE MORTGAGE DEFAULT

Subject to the rights of HUD under Section 8 hereof, in the event of a default or breach prior to certification by HUD as set forth in Section 9 hereof, in or of any of the SPO's obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at its option cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by this Contract, operation of law, or otherwise, to reimbursement from the SPO or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien on the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made,) any then existing mortgages on the Property authorized by this Contract.

SEC. 15. MORTGAGE AND HOLDER

For the purposes of this Contract: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan or a judgment note of record payable to a lender who has advanced funds to the SPO in reliance upon the Prototype Site Development Contract. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to HUD, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official and any lender or holder of a judgment note referred to in the preceding sentence.

SEC. 16. ENFORCED DELAY IN PERFORMANCE

Neither the Agency nor the SPO shall be considered in breach of, or default in, their obligations under this Contract in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond their control and without their fault or negligence. The time for the performance of such obligations shall be extended for the period of the enforced delay. Extensions of time for the commencement or completion of construction of the Prototype Development which are granted or approved by HUD shall be binding upon the Agency and the SPO for purposes of this Contract.

SEC. 17. CURE OR REMEDY OF DEFAULT OR BREACH OF CONTRACT

Except as otherwise provided in this Contract, in the event of any default in or breach of this Contract, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately

to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 18. REVESTING TITLE IN AGENCY UPON HAPPENING OF EVENT SUBSEQUENT TO CONVEYANCE TO SPO

Subject to the rights of HUD under Section 8 hereof, in the event of

- (1) a determination by HUD of failure to construct a Prototype Development or portion thereof pursuant to Section 5, or
- (2) a breach or violation of Section 6 or 7 by the SPO or its successors and assigns prior to certification by HUD as set forth in Section 9 hereof, and failure to remedy, or make arrangements satisfactory to the Agency to remedy, such breach or violation within 60 days (90 days with respect to Section 7) of written demand by the Agency so to do,

the Agency shall have the right to re-enter and take possession of the Property or part thereof not so certified by HUD and to terminate (and re-vest in the Agency the estate conveyed by the Deed to the SPO, it being the intent of this provision together with other provisions of this Contract, that the conveyance of the Property to the SPO shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of failure on the part of the SPO or its successors and assigns to remedy, end, or abrogate such breach or remedy prior to the Agency's right of re-entry hereunder, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the SPO, and that such title and all rights and interests to and in the Property, to the extent not so certified by HUD, shall revert to the Agency: Provided, that such condition subsequent and any re-vesting of title as a result thereof in the Agency shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by this Contract, and (ii) any rights or interests provided in this Contract for the protection of the holders of such mortgages.

SEC. 19. RESALE OF REACQUIRED PROPERTY; DISPOSITION OF PROCEEDS

Upon the re-vesting in the Agency of title to the Property or part thereof as provided in Section 18, the Agency shall, pursuant to its responsibilities under the Urban Renewal Act use its best efforts to resell such Property (subject to such mortgage liens as in Section 18 set forth and provided) as

soon and in such manner as the Agency shall find feasible and consistent with the objectives of such Act and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by the Agency) who will assume the obligation of completing the Prototype Development or such other improvements in its stead as shall be satisfactory to the Agency and HUD and in accordance with the uses specified for such Property in the Urban Renewal Plan.

Upon resale of the reacquired Property, the proceeds thereof shall be applied:

- (a) First, to reimburse the Agency, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of such reacquired Property (but less any income derived by the Agency from such Property in connection with such management); all taxes, assessment, and water and sewer charges with respect to such Property; (or, in the event the Property is exempt from taxation or assessment or such charges, during the period of ownership thereof by the Agency, an amount, equal to such taxes, assessments, or charges, as determined by the City assessing official, as would have been payable if such Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on such Property at the time of reversion of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the SPO, its successors or assigns; any expenditures made or obligations incurred with respect to the making or completion of the Prototype Development or any part thereof on such Property; and any amounts otherwise owing the Agency by the SPO and its successors or assigns; and
- (b) Second, to reimburse the SPO, its successors or assigns, and the PSD up to an amount equal to (1) the sum of the purchase price paid by the SPO for such Property and the cash actually invested in constructing the Prototype Development or any part thereof on such Property, less (2) any gains or income withdrawn or made by either of them from this Contract or such Property.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

SEC. 20. ADDITIONAL OBLIGATIONS AND RESTRICTIONS

In addition to the condition subsequent provided for in Section 18 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in this Contract, the Property and the Contract shall be subject to such obligations, encumbrances, reservations, encumbrances and exceptions as may be referred to in Schedule C annexed hereto and made a part thereof.

SEC. 21. OTHER RIGHTS AND REMEDIES OF AGENCY; NO WAIVER BY DELAY

The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of Sections 17, 18, and 19, including, but not limited to; the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, interest of the SPG, its successors in interest and assigns, in the Property and the reverting of title thereto in the Agency: Provided, That any delay by the Agency in instituting or prosecuting any such actions or proceedings otherwise asserting its rights under the said provision of this Contract shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way. It is the intent of this provision that the Agency should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section, because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

SEC. 22. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies of the parties to this Contract and HUD, whether provided by law or by this Contract, shall be cumulative, and the exercise by any such party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Contract shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

SEC. 23. PARTY IN POSITION OF SURETY WITH RESPECT TO OBLIGATIONS

The SPG for itself and its successors and assigns, and for all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Contract, hereby waives, to the fullest extent permitted by law and equity, any and all claims or defenses otherwise available on the ground of its (or their) being or having become a person in the position of a surety, whether real, personal, or otherwise or whether by agreement or operation of law, including, without limitation on the generality of the foregoing, any and all claims and defenses based upon extension of time, indulgence, or modification of terms of contract.

SEC. 24. CONFLICT OF INTERESTS; AGENCY REPRESENTATIVES NOT INDIVIDUALLY LIABLE

No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in this Contract, nor shall any such member, official, or employee participate in any decision relating to this Contract which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the SPO or successor or HUD or on any obligations under the terms of this Contract.

SEC. 25. PROVISIONS NOT MERGED WITH DEED

None of the provisions of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property to the SPO or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

SEC. 26. TITLES OF SECTIONS

Titles of the several Sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SEC. 27. NOTICES AND DEMANDS

A notice, demand, or other communication under this Contract by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (i) in the case of the SPO is addressed to or delivered personally to the SPO at _____

_____ ; and

- (ii) in the case of the Agency, if addressed to or delivered personally to the Agency at 574 Newark Avenue

Jersey City, New Jersey 07306

Attn: Mr. Joseph G. Feinberg

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

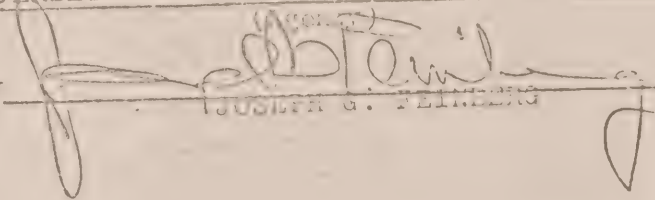
SEC. 18. COUNTERPARTS

This Contract is executed in _____ counterparts, each of which shall constitute one and the same instrument.

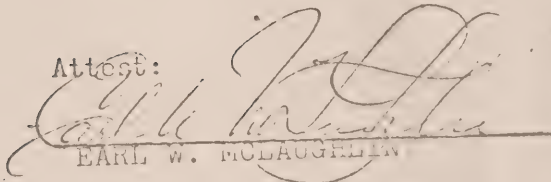
IN WITNESS WHEREOF, the Agency has caused this Contract to be duly executed in its name and behalf by its Executive Director and its seal to be hereunto duly affixed and attested by its Assistant Executive Director, and the CBO has caused this Contract to be duly executed in its name and behalf by its President and its corporate seal to be hereunto duly affixed and attested by its Secretary, on or as of the day first above written.

JERSEY CITY REDEVELOPMENT AGENCY

By


JOSEPH G. FEINBERG

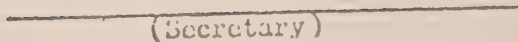
Attest:


EARL W. McLAUGHLIN

By

(President)

Attest:


(Secretary)

SCHEDULE A

The Urban Renewal Plan for the Project is dated June, 1970 and was approved by the City Council of the City on July 7, 1970 by Ordinance No. W227.

A copy of the Urban Renewal Plan as constituted on the date of the Contract has been recorded among the land records for the place in which the Project Area is situated as follows:

in the Hudson County Records Office

SCHEDULE B

Description of Property

All that certain parcel or parcels of land located in the City of Jersey City, County of Hudson, State of New Jersey, more particularly described as follows:

See Attached

SCHEDULE C

The Property and this Contract shall, in addition to those conditions, covenants and restrictions referred to in this Contract, be subject to the following obligations, easements, reservations, ~~encumbrances~~ or exceptions:

Right of Entry for Utility Service. The Agency reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at all reasonable times for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Property boundary lines and provided for in the easements described or referred to herein.

- No Construction Over Utility Easements. No building or other structure or improvement shall be constructed on, over, or within the boundary lines of any easement for public utilities described or referred to herein unless such construction is provided for in such easement or has been approved by the City. If approval for such construction is requested, the Agency shall use its best efforts to assure that such approval shall not be withheld unreasonably.

METES AND BOUNDS DESCRIPTION OF PARCEL 5 IN JERSEY CITY BLOCK 593A

BEGINNING at the intersection of the easterly line of Kennedy Boulevard (formerly Hudson Boulevard) with the northerly line of Newark Avenue and running thence (1) $N19^{\circ}-00'-18''E$, along the said easterly line of Kennedy Boulevard, 222.06 feet to a point in the southerly line of Van Winkle Avenue, as widened; thence (2) $S80^{\circ}-25'-42''E$, along the said southerly line of Van Winkle Avenue, as widened, 54.23 feet to an angle point in said avenue; thence (3) $S77^{\circ}-28'-42''E$, continuing along the said southerly line of Van Winkle Avenue, 66.95 feet to a point; thence (4) $S18^{\circ}-45'-03''W$, 81.99 feet to a point; thence (5) $S71^{\circ}-14'-57''E$, 738.19 feet to a point; thence (6) $S18^{\circ}-45'-03''W$, 156.00 feet to a point in the aforesaid northerly line of Newark Avenue; thence (7) $N71^{\circ}-14'-57''W$ along the said northerly line of Newark Avenue, 859.26 feet to the point or place of Beginning. The above described parcel of land containing 142,975.8 square feet or 3.28 acres, being known as Parcel 5 and also as Lots A1 and A3 in Jersey City Block 593A. All as shown upon a survey made for the Jersey City Redevelopment Agency St. Johns Urban Renewal Project UR NJ 2-2 by Clarke, Hartman & Dunn Inc., Consulting Engineers on February 19, 1970.

METES AND BOUNDS DESCRIPTION OF PARCEL 4 IN JERSEY CITY BLOCK 593A

BEGINNING at a point in the westerly line of Summit Avenue distant $N23^{\circ}-37'-08''E$, 156.56 feet from the intersection of the said westerly line of Summit Avenue and the northerly line of Newark Avenue and running thence (1) $N71^{\circ}-14'-57''W$, 506.45 feet to a point; thence (2) $N18^{\circ}-45'-03''E$, 203.00 feet to a point; thence (3) $S71^{\circ}-14'-57''E$, 315.50 feet to a point; thence (4) $N18^{\circ}-45'-03''E$, 130.00 feet to a point; thence (5) $S71^{\circ}-14'-57''E$, 197.80 feet to a point in the aforesaid westerly line of Summit Avenue; thence (6) $S12^{\circ}W$, along the said line of Summit Avenue, 106.43 feet to an angle point in said avenue; thence (7) $S23^{\circ}-37'-08''W$, continuing along the said westerly line of Summit Avenue, 228.13 feet to the said point or place of Beginning. The above described parcel of land containing 131,218.3 square feet or 3.01 acres, being known as Parcel 4 and also as Part of Plot E in Jersey City Block 593A. All as shown upon a survey made for the Jersey City Redevelopment Agency, St. Johns Urban Renewal Project UR NJ 2-2 by Clarke, Hartman & Dunn, Inc., Consulting Engineers on February 19, 1970.

"SCHEDULE D"

1. Agency's Responsibilities for Certain Other Actions. The Agency, without expense to the SPO or assessment or claim against the Property and prior to completion of construction of the Prototype Development (or at such earlier time or times as the SPO and the Agency may agree in writing), shall, in accordance with the Urban Renewal Plan, provide or secure or cause to be provided or secured, the following:

- (a) Improvements of Existing Streets. The improvement (by the Agency or by the appropriate public body) by resurfacing, rebuilding, or new construction, in accordance with the technical specifications, standards, and practices of the City, of Summit Avenue.
- (b) Street Lighting, Signs, and Fire Hydrants. The installation (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices by the City, of street lighting, signs, and fire hydrants in connection with all new streets abutting on the Property and to be constructed pursuant to this Schedule.
- (c) Installation of Public Utilities. The installation or relocation (by the Agency or by the appropriate public body or public utility company) of such gas distribution lines, electric and telephone lines, as are necessary to be installed or relocated on or in connection with the Property by reason of the redevelopment contemplated by the Urban Renewal Plan and the development of the Property: Provided, That the Agency shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries of the Property between the improvements to be constructed on the Property by the PSD and the water, sanitary sewer, and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas, telephone, or other public utility lines owned by any public utility company within or without such boundaries, and any permits required for any such installation shall be secured without cost of expense to the Agency.

2. Waiver of Claims and Joining in Petitions by SPO. The SPO waives (as the purchaser of the Property under this Contract and as the owner after the completion of the Property provided for in this Contract) any and all claims to awards of damages, if any, to compensate for the closing, vacation, or change of grade of any street, alley, or other public right-of-way within or fronting or abutting on, or adjacent to, the Property which, pursuant to this Contract is to be closed or vacated, or the grade of which is to be changed, and shall upon the request of the Agency subscribe to, and join with, the Agency in any petition or proceeding required for such vacation, dedication, change of grade, and, to the extent necessary, rezoning, and execute any waiver or other document in respect thereof.

SCHEDULE E

Government Intervention Clause of the Prototype Site Development Contract

D. Government Intervention. The Contractor and the SVO each understands that his functions under this contract are interrelated with the functions to be performed under the subcontracts, the agreements of cooperation by the local governing body and Regulatory Agreements in connection with HUD insured financing, any notes and security agreements and any other agreements pertinent to the Prototype Development; that timely performance of each of such functions is essential to the completion of said interrelated undertakings and obligations; that HUD is directed by Section 1010 of the Reconstruction Cities and Metropolitan Development Act of 1966 to assure, to the extent feasible, in connection with the Prototype Development, that there is no restraint by contract, building code, zoning ordinance, or practice; And that upon the occurrence of an Event constituting a basis for intervention by the Government as provided for below, HUD is authorized by said Section 1010, notwithstanding any other provision of law, to acquire, use and dispose of land and other property as it deems necessary to carry out the Prototype Development. In this context:

(1) The following shall constitute an Event which shall constitute a basis for intervention by the Government to assure that the obligations of this Contract are accomplished:

- (a) If the Contractor or any subcontractor at any time is prevented or fails or is unable for any reason to perform his contractual obligations (including, but not limited to, subcontracting, labor, fair housing and equal opportunity).
- (b) If for any reason, there is failure or inability by any party to comply with any agreement of cooperation on the part of the local governing body, any Regulatory Agreement in connection with HUD insured financing, any note and security agreement, or any other agreement pertinent to development, management, operation, or disposition of the Prototype Development, or any failure to proceed in accordance with any such agreement or instruction of HUD pursuant thereto.
- (c) If at any time, any agreement as aforesaid is held to be void, voidable or ultra vires, or if the power or right of a party to enter into any such agreement is questioned in any legal proceedings, or if any such party asserts or claims that the agreement is not binding upon it for any reason or otherwise asserts that it does not intend to fulfill its obligations under such agreement.

- (d) If the Contractor or the SPO, or any subcontractor should file a petition in bankruptcy, or for a receiver, or in insolvency, or for reorganization or composition; or should make any assignment for the benefit of creditors or to a trustee for creditors; or should permit an adjudication in bankruptcy, or the taking of possession of the Prototype Development or any part thereof under judicial process or pursuant to any power of sale, and fail to have such adverse action set aside within forty-five days.
- (2) Upon a determination by HUD that such an Event has occurred and irrespective of action or failure to act by a demanding party under (3) below, HUD with or without advance notice may take possession of or title to all or any part of the Prototype Development as determined by HUD to be necessary to remedy the situation (which determination shall be final and conclusive), and take all steps necessary to complete, manage and dispose of the Prototype Development and otherwise perform the obligations of the parties substantially in accordance with the provisions of this Contract.
- (3) Upon the occurrence of any such Event, the Contractor, any HSP, any Mortgagee or lender, or any assignee who has been specifically approved by HUD, shall have the right to demand (provided that such demanding party is not in default) that HUD shall exercise its rights and power under this section.
- (4) Neither the provisions of this Section nor any action taken thereunder shall impair or affect HUD's rights under Section 24 of the General Provisions, "Termination for Default or for Convenience of the Government."
- (5) In the event of termination or taking of possession or title, all sums expended by HUD shall be deemed to have been paid through the Contractor. The Contractor and the SPO each hereby constitute and appoint HUD their true and lawful attorney-in-fact, with full power of substitution in the premises, and with the power to complete their obligations under this Contract as to the Prototype Development and proceeds only, including specifically but without limitation the following powers:
- (a) To use any funds, including any balance which may be held in escrow and any funds which may remain unadvanced under any loan agreement or contract;
- (b) To make such additions, changes and corrections in the Drawings and Specifications as shall be necessary or desirable to complete the Prototype Development in substantially the manner contemplated by the Drawings and Specifications;

- (c) To employ such Contractors, subcontractors, agents, architects, inspectors, management brokers, etc., as shall be required;
- (d) To pay, settle or compromise existing bills and claims;
- (e) To execute all applications and certificates in the name of the Principal which may be required by any of the contract documents;
- (f) To prosecute and defend all actions or proceedings, and to take such action and require such performance as HUD deems necessary; and
- (g) To do any and every act which the Contractor or SPO might do in its own behalf, including transfer of possession and conveyance of title to HUD or to a substitute Contractor, or to any other entity.

It is further understood and agreed that this power of attorney, which shall be deemed to be a power coupled with an interest, cannot be revoked, and can be exercised only upon a determination of intervention by HUD.

- (6) In the event of such Government intervention or during such time as HUD acts as such attorney in fact on the basis of an Event not due to failure of the Contractor or the SPO, respectively, HUD shall, thereafter indemnify the Contractor or the SPO, respectively, for any and all allowable costs, fees and expenses incurred or expended in such event and for any and all liability whatsoever suffered by the Contractor or the SPO pursuant to the actions of HUD.
- (7) After HUD shall be satisfied that the Event on the basis of which it intervened has been remedied and that the Prototype Development will thereafter proceed in accordance with the terms of this Contract and all other related agreements, HUD shall return the Development, as it exists at such time, by transfer of possession or title as appropriate to enable the Development to proceed.

SCHEDULE C

All that certain parcel or parcels of land located in the City of Jersey City, County of Hudson, State of New Jersey, more particularly described as follows:

See Attached

METES AND BOUNDS DESCRIPTION OF PARCEL 4 IN JERSEY CITY BLOCK 593A

BEGINNING at a point in the westerly line of Summit Avenue distant $N23^{\circ}-37'-08''E$, 156.56 feet from the intersection of the said westerly line of Summit Avenue and the northerly line of Newark Avenue and running thence (1) $N71^{\circ}-14'-57''W$, 506.45 feet to a point; thence (2) $N18^{\circ}-45'-03''E$, 203.00 feet to a point; thence (3) $S71^{\circ}-14'-57''E$, 315.50 feet to a point; thence (4) $N18^{\circ}-45'-03''E$, 130.00 feet to a point; thence (5) $S71^{\circ}-14'-57''E$, 197.80 feet to a point in the aforesaid westerly line of Summit Avenue; thence (6) $S12^{\circ}W$, along the said line of Summit Avenue, 106.43 feet to an angle point in said avenue; thence (7) $S23^{\circ}-37'-08''W$, continuing along the said westerly line of Summit Avenue, 228.13 feet to the said point or place of Beginning. The above described parcel of land containing 131,218.3 square feet or 3.01 acres, being known as Parcel 4 and also as Part of Plot E in Jersey City Block 593A. All as shown upon a survey made for the Jersey City Redevelopment Agency, St. Johns Urban Renewal Project UR NJ 2-2 by Clarke, Hartman & Dunn, Inc., Consulting Engineers on February 19, 1970.

|| it in hand paid by the Jersey City Redevelopment Agency at or

0-35075
METES AND BOUNDS DESCRIPTION OF PARCEL 5 IN JERSEY CITY BLOCK 593A

BEGINNING at the intersection of the easterly line of Kennedy Boulevard (formerly Hudson Boulevard) with the northerly line of Newark Avenue and running thence (1) N19°-00'-18"E, along the said easterly line of Kennedy Boulevard, 222.06 feet to a point in the southerly line of Van Winkle Avenue, as widened; thence (2) S80°-25'-42"E, along the said southerly line of Van Winkle Avenue, as widened, 54.23 feet to an angle point in said avenue; thence (3) S77°-28'-42"E, continuing along the said southerly line of Van Winkle Avenue, 66.95 feet to a point; thence (4) S18°-45'-03"W, 81.99 feet to a point; thence (5) S71°-14'-57"E, 738.19 feet to a point; thence (6) S18°-45'-03"W, 156.00 feet to a point in the aforesaid northerly line of Newark Avenue; thence (7) N71°-14'-57"W, along the said northerly line of Newark Avenue, 859.26 feet to the point or place of Beginning. The above described parcel of land containing 142,975.8 square feet or 3.28 acres, being known as Parcel 5 and also as Lots A1 and A3 in Jersey City Block 593A. All as shown upon a survey made for the Jersey City Redevelopment Agency St. Johns Urban Renewal Project UR NJ 2-2 by Clarke, Hartman & Dunn, Inc., Consulting Engineers on February 19, 1970.

1. Agency's Responsibilities for Certain Other Actions. The Agency, with expense to the SPO or assessment or claim against the Property and prior to completion of construction of the Prototype Development (or at such earlier time or times as the SPO and the Agency may agree in writing), shall, in accordance with the Urban Renewal Plan, provide or secure or cause to be provided or secured, the following:

- (a) Improvements of Existing Streets. The improvement (by the Agency or by the appropriate public body) by resurfacing, rebuilding, or new construction, in accordance with the technical specifications, standards, and practices of the City, of Summit Avenue.
- (b) Street Lighting, Signs, and Fire Hydrants. The installation (by the Agency or by the appropriate public body), in accordance with the technical specifications, standards, and practices by the City, of street lighting, signs, and fire hydrants in connection with all new streets abutting on the Property and to be constructed pursuant to this Schedule.
- (c) Installation of Public Utilities. The installation or relocation (by the Agency or by the appropriate public body or public utility company) of such gas distribution lines, electric and telephone lines, as are necessary to be installed or relocated on or in connection with the Property by reason of the redevelopment contemplated by the Urban Renewal Plan and the development of the Property: Provided, That the Agency shall not be responsible for, nor bear any portion of the cost of, installing the necessary utility connections within the boundaries of the Property between the improvements to be constructed on the Property by the PSD and the water, sanitary sewer, and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas, telephone, or other public utility lines owned by any public utility company within or without such boundaries, and any permits required for any such installation shall be secured without cost of expense to the Agency.

R -311

Housing Resources Data

St. John's Urban Renewal
Project, January, 1971

The St. John's Urban Renewal Project Area was cleared approximately fifteen (15) years ago following the approval of the original Application. Therefore, since 1956, there have been no displacements.

